

APPENDIX 1

COMMERCIAL COOPERATION AGREEMENT

This Commercial Cooperation Agreement (the “**Agreement**”) is made this 28th day of February, 2018 (the “**Effective Date**”), by and between **JAPAN AIRLINES CO., LTD.** (“**JAL**”), a corporation organized under the laws of Japan, having its principal office at 4-11 Higashi-Shinagawa 2 Chome, Shinagawa-ku, Tokyo 140-8637, Japan, and **HAWAIIAN AIRLINES, INC.** (“**Hawaiian**”), a corporation duly organized and validly existing under the laws of the State of Delaware, U.S.A. having its principal office at 3375 Koapaka Street, Ste G-350, Honolulu, HI 96819. JAL and Hawaiian are herein each individually referred to as a “**Carrier**” and jointly referred to as the “**Carriers**”. Capitalized terms shall have the meanings ascribed to them in Schedule 1.

Recitals

Whereas, JAL and Hawaiian provide air transportation services with respect to both passengers and cargo in their respective areas of operation;

Whereas, JAL and Hawaiian desire to enter into a cooperative relationship to enable them to increase the flow of air passenger traffic on aircraft operated by both Carriers, offer enhanced air transportation services, including integrated services such as through check-in and seamless connecting customer handling, and expand and improve flight and schedule options available to the traveling public;

Whereas, as part of their cooperative relationship, JAL and Hawaiian wish to enter into an economic joint venture covering the Hawaii-Transpacific Region, as defined herein, that will enable them to align their economic incentives and integrate their operations to achieve metal neutrality, promote customer choice and benefits, expand online service options, offer seamless travel to their joint customers, and generate efficiencies and synergies;

Whereas, JAL and Hawaiian intend to seek appropriate antitrust review of their joint venture, including approval of and antitrust immunity for this Agreement, their joint venture agreement and certain related agreements in the United States, Japan and other applicable jurisdictions;

Whereas, JAL and Hawaiian desire to enter into this and related agreements involving codesharing of flights, frequent flyer program participation, special prorate arrangements, joint marketing programs and lounge sharing, as part of their cooperative relationship.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, JAL and Hawaiian hereby agree as follows:

A. SCOPE OF THE AGREEMENT:

1. Areas of Commercial Cooperation: JAL and Hawaiian wish to form a cooperative relationship with each other on a long-term basis under which they will become integrated partners with respect to the Hawaii-Transpacific Region. The “**Hawaii-Transpacific**

Region” is defined in Exhibit 1 hereto. To that end, the Carriers agree to work toward entering into agreements governing codesharing, bilateral frequent flyer programs (“**FFP**”), mutual lounge access, prorate arrangements, ground handling, and marketing of Hawaiian’s services through JALPAK, and establishing a metal neutral joint venture for which the Carriers will seek immunity from the antitrust and competition laws in the United States, Japan and other applicable jurisdictions. The foregoing areas of Commercial Cooperation are set forth in greater detail in this Agreement and in such Commercial Cooperation Implementation Agreements as the Carriers may conclude pursuant to Section A.2 hereof.

2. Contractual Framework. This Agreement sets forth the basic principles for the Commercial Cooperation covered by this Agreement. The Carriers have entered into a Codeshare Agreement and intend to enter into other Commercial Cooperation Implementation Agreements in order to define further and put into effect various details of the Commercial Cooperation, as further described in Section C hereof. Any such Commercial Cooperation Implementation Agreement shall be based upon and be consistent with, and its provisions shall be interpreted by reference to, this Agreement, except as the Carriers may otherwise expressly agree in any such Commercial Cooperation Implementation Agreement. In the event that there are any conflicts between the terms of any Commercial Cooperation Implementation Agreement and this Agreement, the terms of the Commercial Cooperation Implementation Agreement shall control and take precedence except to the extent the conflicting provision in this Agreement specifically references the applicable Commercial Cooperation Implementation Agreement. The Carriers will negotiate in good faith to achieve mutually agreeable terms and conditions applicable in such Commercial Cooperation Implementation Agreements.

B. APPROVALS

Subject to the terms and conditions herein provided, the Carriers shall: (i) promptly make any filings, notices or applications with any Governmental Entity required in connection with the consummation of the transactions and acts contemplated by this Agreement or any Commercial Cooperation Implementation Agreement, including, without limitation, applications with the U.S. Department of Transportation and the Japanese Civil Aviation Bureau for approval of and antitrust immunity for this Agreement and the Joint Venture Agreement (as defined below) and certain related agreements, and any filing required by economic regulations of the U.S. Department of Transportation and the Japanese Civil Aviation Bureau; (ii) consult reasonably with the other Carrier in connection with, and keep the other Carrier reasonably informed with respect to, the foregoing; and (iii) use commercially reasonable efforts to promptly take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or appropriate under applicable laws and regulations to consummate and make effective the transactions and acts contemplated by this Agreement as soon as practicable.

C. COMMERCIAL COOPERATION

The Carriers agree to implement the Commercial Cooperation, subject to the terms and conditions of this Agreement, the Commercial Cooperation Implementation Agreements, and the JALPAK Agreement, as follows:

1. Joint Venture. Hawaiian and JAL will negotiate in good faith the terms and conditions of an agreement creating and implementing a metal-neutral joint venture (the “**Joint Venture Agreement**”) under which the Carriers may, with respect to the Hawaii-Transpacific Region:
 - (a) establish agreements and procedures for sharing revenues, or revenues and costs, according to formulae agreed by the Carriers;
 - (b) cooperate in marketing, advertising, distribution and sale of passenger transportation, including the inclusion of Hawaiian flights into JALPAK tour packages, and developing joint sales policies and objectives, to enhance sales and jointly promote the Carriers’ services;
 - (c) coordinate flight schedules to offer more flight options, expand feasible routings, and reduce passenger connecting times;
 - (d) cooperate in pricing strategies, including coordinating fares, fare categories, fare rules and rates, and jointly developing pricing guidelines;
 - (e) coordinate inventory control and revenue management practices and procedures, including systems to implement such practices and procedures;
 - (f) cooperate with respect to capacity, including capacity growth and planning decisions;
 - (g) develop joint distribution strategies, including strategies in respect of Internet and GDS distribution;
 - (h) jointly determine travel agency and general sales agent (“**GSA**”) commission levels and jointly develop override and incentive programs, standard form sales contracts for travel agents, GSAs, businesses, organizations and individuals, and agreed services contracts;
 - (i) harmonize service and product standards to enhance the customer experience and provide a seamless product to customers;
 - (j) seek to reduce costs and redundancies through coordinated or joint purchase of goods and services from third party suppliers and vendors;
 - (k) jointly develop policies, procedures, information technology systems and other programs to facilitate the joint venture, and share information technology systems and platforms; and
 - (l) co-locate and share facilities, including but not limited to Hawaiian’s relocation to Tokyo Narita’s Terminal 2.

The Carriers may also agree to cooperate with respect to cargo and may explore and pursue other mutually agreed opportunities for coordination, cost savings, synergies and operational efficiencies to enhance customer benefits and improve the Carriers' ability to compete more efficiently in the Hawaii-Transpacific Region. The Carriers shall negotiate the Joint Venture Agreement contemporaneously with the negotiation and implementation of the other Commercial Cooperation Implementation Agreements contemplated by this Agreement. The Carriers contemplate submitting applications to the U.S. Department of Transportation and the Japanese Civil Aviation Bureau for approval of and antitrust immunity for the Joint Venture Agreement and certain related agreements within 90 days of the execution of the Joint Venture Agreement.

2. Codesharing. The Carriers have entered into a codeshare agreement (the "**Codeshare Agreement**" dated January 5, 2018 (which is attached as Exhibit 2), which may be amended from time to time. The Carriers agree to implement their codesharing under the Codeshare Agreement by March 25, 2018, or as soon thereafter as the conditions precedent in Section 3.1 of the Codeshare Agreement are met.

Subject to the terms and conditions set forth in the Codeshare Agreement:

- (a) JAL will place its Code on Hawaiian's flights in connection with international air transportation with respect to the Hawaii-Transpacific Region as follows:
 - (i) on mutually agreed upon Hawaiian flights within the State of Hawaii; (ii) on mutually agreed upon Hawaiian flights between Hawaii and Japan; (iii) on mutually agreed upon Hawaiian flights behind and beyond Hawaii in connection with an itinerary in international air transportation, but excluding routes between Hawaii and Mainland North America; (iv) on mutually agreed upon flights operated by Regional Carriers; and (v) as mutually agreed between the Carriers, on any other Hawaiian flights pursuant to the terms of the Codeshare Agreement. For the avoidance of doubt and notwithstanding the foregoing, JAL will not place its Code on Hawaiian's flights between Hawaii and Mainland North America.
- (b) Hawaiian will place its Code on JAL's flights in connection with international air transportation with respect to the Hawaii-Transpacific Region as follows:
 - (i) on mutually agreed upon JAL flights within Japan; (ii) on mutually agreed upon JAL flights between Hawaii and Japan; (iii) on mutually agreed upon JAL flights behind and beyond Japan in connection with an itinerary in international air transportation; (iv) on mutually agreed upon flights operated by Authorized Affiliates of JAL; and (v) as mutually agreed between the Carriers, on any other JAL flights pursuant to the terms of the Codeshare Agreement.

It is recognized that all codesharing will be done in conformance with both Carriers' contractual and regulatory requirements, including labor contracts.

3. Frequent Flyer Program Participation. JAL and Hawaiian will negotiate in good faith the terms and conditions of a bilateral FFP agreement (the “**FFP Agreement**”) to include reciprocal accruals on codeshare flights and other mutually agreed upon markets and system wide redemption, excluding routes between Hawaii and Mainland North America. The FFP Agreement shall go into effect as soon as practicable following the implementation of the Codeshare Agreement, contingent on the successful integration and testing of information technology systems necessary to support the FFP Agreement.
4. Special Prorate. The terms and conditions of an Amended Special Prorate Agreement (“**SPA**”) will be negotiated in good faith by the Carriers prior to implementation of codesharing pursuant to the Codeshare Agreement and will contain reciprocal codeshare commission provisions. The Carriers shall use commercially reasonable efforts to execute the SPA by Confidential Material - Rule 12 Treatment Requested so that it can be implemented prior to the commencement of codesharing pursuant to the Codeshare Agreement.
5. Confidential Material - Rule 12 Treatment Requested
6. Relocation to Narita Terminal 2: JAL shall provide commercially reasonable assistance in facilitating Hawaiian's moving its operations at Tokyo Narita Airport (“**Narita**”) from Terminal 1 to Terminal 2. Such assistance shall include access to counter-space, above and below wing handling and access to JAL lounges for Hawaiian's business class passengers. The Carriers will also explore

opportunities to work together to achieve efficiencies with respect to catering and maintenance at Narita.

7. Lounge Sharing Agreement. JAL and Hawaiian will negotiate in good faith the terms and conditions of a lounge sharing agreement providing for cooperation with respect to lounges (the “**Lounge Sharing Agreement**”). The Lounge Sharing Agreement will provide for reciprocal access to lounges, including access to JAL lounges for Hawaiian business class passengers and for JAL elite-status passengers to use Hawaiian’s Plumeria lounge when connecting to a Hawaiian flight, subject to the terms and conditions of the Lounge Sharing Agreement. The Carriers will use commercially reasonable efforts to execute the Lounge Sharing Agreement prior to commencing codesharing pursuant to the Codeshare Agreement.
8. Ground Handling. JAL and Hawaiian will explore opportunities to cooperate with respect to ground handling.

D. NON-EXCLUSIVITY

This Agreement is non-exclusive and does not preclude either Carrier from entering into or maintaining marketing relationships, including codesharing, with other air carriers.

E. GENERAL PROVISIONS

1. Compliance with Laws and Regulations and Changes in Laws; Other Representations and Warranties.

(a) Each of JAL and Hawaiian represents and warrants that it is a duly incorporated and validly existing corporation or company, as the case may be, in good standing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. It is an air carrier authorized to act as such by the government of its country of incorporation. The execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by it, and, assuming due authorization, execution and delivery by the other Carrier, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent enforceability may be limited or modified by the effect of bankruptcy, insolvency or other similar laws affecting creditors’ rights generally and the application of general principles of equity and public policy.

(b) Each of JAL and Hawaiian represents, warrants, and agrees with the other that, subject to receipt of all required approvals and authorizations from Governmental Entities for the transactions contemplated under this Agreement (including, without limitation, U.S. and Japanese approval of and antitrust immunity for the Joint Venture Agreement and certain related agreements), performance of its respective obligations under this Agreement shall be conducted and all of its personnel shall at all times meet, be in full compliance with and have all required

licenses under any and all applicable laws, statutes, orders, rules and regulations of any country or territory with jurisdiction over the codeshare flights, including without limitation, those laws, statutes, orders, rules and regulations promulgated by the United States of America and Japan. Each Carrier shall be responsible, at its own cost, for obtaining any regulatory authorizations necessary to operate its flights or utilize its Code on the codeshare flights, provided that, the other Carrier shall render such assistance as reasonably requested in order to obtain such regulatory authorizations. No provision of this Agreement that would violate applicable antitrust laws without antitrust immunity having first been obtained shall be applicable unless and until antitrust immunity is obtained.

(c) If, during the term of this Agreement, there is any change in treaties, statutes, or regulations of air transportation (and legally binding interpretations thereof) that prevents JAL or Hawaiian or both from operating the JL* or HA* flights or carrying out the arrangements contemplated by this Agreement or attaches conditions or restrictions on the operation of JL* or HA* flights that have a material adverse effect on a Carrier's other services or operations not contemplated by this Agreement, the Carriers shall consult within 30 days after any of the occurrences described herein. The purpose of such consultations shall be to assess such change or changes and to seek, in good faith, mutual agreement on what changes, if any, to this Agreement are necessary or appropriate. Any such changes to this Agreement shall be made in accordance with Section E.8.

(d) No Infringement. No Carrier shall be required by this Agreement under any circumstances to take any action which would infringe any statute, regulation or the order of any authority or court having jurisdiction over such Carrier or over all or any of the transactions contemplated by this Agreement.

(e) Approvals; Non-Contravention. Each of Hawaiian and JAL represents and warrants that it has obtained all consents, approvals, waivers or authorizations of any third party that are required to be obtained by it in connection with the execution and delivery of this Agreement or for the consummation of the transactions contemplated hereby.

(f) No Violation; Third Party Consents. Assuming that all consents, waivers, approvals, orders and authorizations described in Section E.1(e) and all required approvals and authorizations from Governmental Entities for the transactions contemplated under this Agreement (including, without limitation, U.S. and Japanese approval of and antitrust immunity for the Joint Venture Agreement and certain related agreements) have been obtained, each Carrier represents and warrants that the performance by such Carrier of its obligations hereunder and the consummation by such Carrier of the transactions contemplated hereby will not conflict with or violate, constitute a default (or event which with the giving of notice or lapse of time, or both, would constitute a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any obligation or loss of any benefit under, result in the creation of any lien or encumbrance on any of the assets or properties of such Carrier pursuant to, or require such Carrier to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result or under, the terms or provisions of (i) the organizational documents of such Carrier, (ii) any contract to which such Carrier is a party or is bound, or (iii) any law applicable to such Carrier, or any order issued by a Governmental

Entity by which such Carrier is in any way bound or obligated, except, in the case of clause (iii) of this Section E.1(f), as would not have a material adverse effect on the ability of such Carrier to perform its obligations under this Agreement on a timely basis.

(g) Notwithstanding Section D and as of the date the Carriers commence codesharing with each other under the Codeshare Agreement, Hawaiian shall have terminated its current codeshare relationship with a third-party air carrier domiciled in Japan, and Hawaiian shall not recommence codesharing with such third-party carrier during the term of this Agreement.

2. Term and Termination.

(a) *Term.* The term of this Agreement, unless earlier terminated as provided in this Section E.2, shall continue until either Carrier gives the other Carrier at least ^{Confidential Material - Rule 12 Treatment Requested} written notice of termination; provided, however, that such termination cannot take effect prior to the ^{Confidential Material - Rule 12 Treatment Requested} of the Effective Date, with the termination to take effect at the end of the IATA season in effect at the end of the ^{Confidential Material - R} notice period, and further provided that if the Carriers: (x) execute the Joint Venture Agreement, (y) receive U.S. and Japanese approval of and antitrust immunity for the Joint Venture Agreement, and (z) implement the Joint Venture Agreement, the termination contemplated by this Section E.2(a) cannot take effect prior to the ^{Confidential Material - Rule 12 Treatment Requested} of the Implementation Date. Such termination at the expiration of the ^{Confidential Material - Rule 12 Treatment Requested} or any such time thereafter may be made for convenience. For avoidance of doubt, such notice may be given prior to the expiration of the ^{Confidential Material - Rule 12 Treatment Requested} provided such termination will not take effect until the later of the expiration of the ^{Confidential Material - Rule 12 Treat} or the date on which the termination would otherwise be effective pursuant to the first sentence of this Section E.2(a).

(b) *Early Termination Rights.* In addition to the termination provisions of paragraph (a) of this Section E.2, this Agreement may be terminated as follows:

(i) By a Carrier, if the other Carrier has materially breached any material provision of this Agreement and such breach shall remain unremedied for more than ^{Confidential Material - Rule} after delivery of written notice by the non-defaulting Carrier. During such ^{Confidential Material - Rule} period, the Carriers shall consult in good faith to ensure that each of the Carriers understands the nature of the alleged breach and what steps are required to effect a cure;

(ii) By a Carrier immediately on written notice, if the other Carrier (i) shall be dissolved or shall fail to maintain its corporate existence, or (ii) shall have its authority to operate as a scheduled airline suspended or revoked, or shall cease operations as a scheduled airline, in each case for a period of ^{Confidential Material - Rule 12 Treatment Requ};

(iii) By a Carrier immediately on written notice if the other Carrier shall (A) commence any case, proceeding or other action (1) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (2) seeking

appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or shall make a general assignment for the benefit of its creditors; or (B) there shall be commenced against the other Carrier any case, proceeding or other action of a nature referred to in clause (A) above that (1) results in the entry of an order for relief or any such adjudication or appointment or (2) remains undismissed or undischarged for a period of ^{Confidential Material - Rule} or (C) there shall be commenced against the other Carrier any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within ^{Confidential Material - 1} from the entry thereof; or (D) the other Carrier shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (A), (B), or (C) above; or (E) the other Carrier shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(iv) By a Carrier on ^{Confidential Material - Rule 12 Treatment Requested} prior written notice if it shall have duly terminated the ^{Confidential Material - Rule 12 Treatment Requested} each case in accordance with its terms and as a result of an unremedied breach of the terms and conditions of such agreement by the other Carrier;

(v) By Hawaiian on ^{Confidential Material - Rule 12 Treatment Requested} prior written notice if Hawaiian shall have duly terminated the ^{Confidential Material - Rule 12 Treatment Requested} in accordance with its terms and as a result of an unremedied breach of the terms and conditions of such agreement by ^{Confidential Material - Rule} ;

(vi) By a Carrier on ^{Confidential Material - Rule 12 Treatment Requested} prior written notice if the other Carrier rejects the ^{Confidential Material - Rule 12 Treatment Requested} in a bankruptcy proceeding;

(vii) By a Carrier by written notice if the pertinent U.S. and Japanese Governmental Entities have not granted antitrust immunity with respect to the Joint Venture Agreement within ^{Confidential Material - Rule 12 Treatment Requested}

, in the affected Carrier's reasonable judgment;

(viii) By Hawaiian by written notice ^{Confidential Material - Rule 12 Treatment Requested} (which termination right shall not expire following the occurrence of the condition); or

(ix) By a Carrier by written notice given ^{Confidential Material - Rule 12 Treatment Requested} following the closing date of a commercial transaction that would constitute a Change of Control Event of the other Carrier.

Any termination arising from the conditions described in ^{Confidential Material - Rule 12 Treatment Requested} after written notice of termination is provided by the terminating Carrier unless otherwise agreed between the Carriers. Unless otherwise stated in this Section

E.2(b), any early termination right arising under this Agreement must be exercised by a Carrier within Confidential Material - Rule 12 Treatment Req of the occurrence of the condition granting such right.

(c) *Duties upon Termination.* If this Agreement is terminated pursuant to this Section E.2, the Carriers will cooperate with each other to achieve an orderly termination and mutual wind-down of any Commercial Cooperation Implementation Agreements that are also terminated and other joint related activities, subject in all cases to providing sufficient notification to customers and not to inconvenience customers or cause undue hardship to either of the Carriers. No termination of this Agreement will release the Carriers from any liability for breach of this Agreement or from any moneys or other duties owed at the time of such termination.

3. Indemnification.

(a) Each Carrier (the “**Indemnifying Carrier**”) will indemnify and hold harmless the other Carrier and its Affiliates and other Representatives (collectively, the “**Indemnified Carrier**”) from and against all damages incurred by the Indemnified Carrier that arise out of or in connection with a claim, action or suit brought by an unaffiliated third party against the Indemnified Carrier to the extent resulting from any default or breach hereunder by the Indemnifying Carrier. The Carriers may also mutually agree to additional or other indemnification provisions in connection with any Commercial Cooperation Implementation Agreement with regard to matters addressed in those agreements.

(b) The Indemnified Carrier shall provide the Indemnifying Carrier with written notice (an “**Indemnification Notice**”) of any third party claim which the Indemnified Carrier believes gives rise to a claim for indemnity against the Indemnifying Carrier, and the Indemnifying Carrier shall be entitled, at its own cost and expense and by its own legal advisors, to control the defense of or to settle any such third party claim. The Indemnified Carrier shall provide all reasonable cooperation to the Indemnifying Carrier as requested in the preparation for the defense of all such claims, actions, suits and proceedings. If the Indemnifying Carrier fails to take any action against the third party claim that is the subject of an Indemnification Notice within Confidential Material - Rule 12 Treatment Req of receiving such notice, or otherwise contests its obligation to indemnify the Indemnified Carrier in connection therewith, the Indemnified Carrier may, upon providing written notice to the Indemnifying Carrier, pay, compromise or defend such third party claim for the account, and at the expense, of the Indemnifying Carrier. Except as otherwise set forth in this Section E.3, the Indemnified Carrier shall not enter into any settlement or other compromise or consent to a judgment with respect to a third party claim to which the Indemnifying Carrier has an indemnity obligation without the prior written consent of the Indemnifying Carrier.

(c) Each Indemnified Carrier shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of its own choosing and at its own cost, without relieving the Indemnifying Carrier of any obligations hereunder. The Indemnifying Carrier shall have the right to elect to settle any such claim or demand, for monetary damages only, provided that the Indemnifying Carrier obtains from the claimant a release in favor of the Indemnified Carrier and the Indemnified Carrier consents to the settlement. However, if the Indemnified Carrier fails to give such consent within Confidential Material - Rule 12 Tre

of being requested to do so, the Indemnified Carrier shall assume the defense of such claim

or demand and regardless of the outcome of such matter, the Indemnifying Carrier's liability hereunder shall be limited to the amount of any such proposed settlement. In the event the Indemnifying Carrier assumes the defense of a claim or demand, the Indemnified Carrier shall have the right to assume control of the defense of any claim or demand from the Indemnifying Carrier at any time and to elect to settle such claim or demand; provided, however, the Indemnifying Carrier shall have no indemnification obligations with respect to such claim, demand or settlement except for the costs and expenses of the Indemnified Carrier incurred prior to the assumption of the defense of the claim or demand by the Indemnified Carrier.

(d) The rights and obligations of the Carriers under this Section E.3 shall survive the termination or expiration of this Agreement.

4. Trademarks.

(a) Neither Carrier hereto shall use any of the other Carrier's names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property, including without limitation, on the one hand with respect to JAL, the names "Japan Airlines Co., Ltd.", "JAL", and "Japan Airlines", the "JL" and "JL*" designator codes, the JAL logo, and "J-Air Co., Ltd.", "J-Air", "Japan Transocean Air Co., Ltd.", "Japan Transocean Air", "JTA", "Ryukyu Air Commuter Co., Ltd.", "Ryukyu Air Commuter", "RAC", "Japan Air Commuter Co., Ltd.", "Japan Air Commuter", "JAC", and "JAL Mileage Bank", and, on the other hand with respect to Hawaiian, "Hawaiian Airlines, Inc.", "Hawaiian" the "HA" and "HA*" designator codes, the Pualani logo, "Ohana by Hawaiian", and "HawaiianMiles", in any marketing, advertising or promotional material, including without limitation credit card and electronic solicitations, except where each specific use has been approved in advance by the other Carrier. When such approval is granted, each Carrier shall comply with any and all conditions that the other Carrier may impose to protect the use of any of that Carrier's names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property.

(b) Except as expressly provided herein, no right, property, license, permission or interest of any kind in the use of any name, logo, logotype, insignia, service mark, trademark, trade name, copyright, corporate goodwill or other proprietary intellectual property owned by a Carrier or its respective Affiliates is intended to be given to or acquired by the other Carrier, its agents, or other employees by the execution or performance of this Agreement.

(c) Each of Hawaiian and JAL acknowledges for all purposes that any and all logos, trademarks, service marks, and trade names of the other, whether registered or not, are and shall at all times remain the exclusive property of the other Carrier, and may not be used without the prior written consent of such Carrier. Each of Hawaiian and JAL further acknowledges that any goodwill or other rights that arise as a result of the use by it of the other Carrier's marks, as permitted under this Agreement, shall accrue solely to the benefit of the Carrier owning such marks, whether registered or not. Should any right, title or interest in the logos, trademarks, service marks or trade names of a Carrier become vested in the other Carrier, the latter Carrier shall hold such right, title and interest in trust for the benefit of the former Carrier and shall, at the request of the former Carrier, promptly and unconditionally assign such right, title and interest to the former Carrier without royalties or compensation of any kind. Each of Hawaiian

and JAL hereby grants to the other a non-exclusive, non-transferable, royalty-free license for the term of this Agreement to use its service marks (“**Hawaiian Airlines**” for Hawaiian and “**JAL**” and “**Japan Airlines**” for JAL, each a “**Licensed Trademark**”), subject to the terms and conditions set forth in this Section E.4. This license is limited to the use of the Licensed Trademarks in connection with the advertising and promotion of the activities contemplated by this Agreement.

(d) Each Carrier agrees to use the Licensed Trademarks only in a manner approved in advance and in writing by the Carrier owning such Licensed Trademarks. Each Licensed Trademark shall be marked with an ® or SM or other symbol, as appropriate, and reference a legend indicating that “Hawaiian is a service mark of Hawaiian Airlines, Inc.” or “Japan Airlines is a service mark of Japan Airlines Co., Ltd.”, as the case may be, or similar words to that effect.

(e) Each Carrier agrees that all advertising and promotional materials bearing the Licensed Trademarks of the other Carrier in relation to air transportation services contemplated by this Agreement shall meet the quality and presentation standards as set forth by the Carrier owning the relevant Licensed Trademark.

(f) Each Carrier has sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using its Licensed Trademarks.

(g) Each Carrier is responsible for providing to its own authorized agents and airport locations the agreed promotional materials bearing the Licensed Trademarks.

(h) Notwithstanding the limitations of this Section E.4, each of the Carriers may, without prior approval, use the other Carrier’s Licensed Trademarks for purposes of complying with codeshare disclosure regulations imposed by Governmental Entities.

5. Confidential Information.

(a) Except as expressly provided in this Agreement, neither Carrier may sell, transfer, publish, disclose, display or otherwise make available the Confidential Information of the other Carrier, or of both Carriers, to any third party, except as necessary to obtain required approvals and authorizations from Governmental Entities for the transactions contemplated under this Agreement (including, without limitation, U.S. and Japanese approval of and antitrust immunity for the Joint Venture Agreement and certain related agreements) or as may be required by applicable law (including Confidential Information sought by oral questions, interrogatories, subpoenas, civil investigative demands or similar processes), in which case the Carrier from whom disclosure is sought (the “**Disclosing Carrier**”) will promptly notify the other Carrier (the “**Affected Carrier**”). The Disclosing Carrier will (at the Affected Carrier’s expense) use all reasonable efforts to (i) minimize the amount of such Confidential Information to be disclosed, and (ii) obtain a protective order or other appropriate relief to minimize the further dissemination of any Confidential Information to be disclosed. In addition, neither Carrier will disclose the Confidential Information received to any of its Representatives except on a need-to-know basis for the purposes of implementing and administering this Agreement or the relevant Commercial

Cooperation Implementation Agreements; provided, however, that prior to any such disclosure, the Disclosing Carrier will inform all such Representatives of the confidential nature of the information, and that it is subject to this non-disclosure obligation, and will further instruct such Representatives to treat such information confidentially. JAL and Hawaiian each agrees to be responsible for any breach of the provisions set forth in this Section E.5 by its respective Representatives. Furthermore, neither Carrier will use the Confidential Information of the other Carrier for any purpose other than as expressly provided in this Agreement or in a Commercial Cooperation Implementation Agreement. The initial public announcement relating to this Agreement and the transactions contemplated herein will be made jointly by the senior executives of Hawaiian and JAL in a mutually agreed format. Such announcement will be prepared jointly and will be made at a time mutually agreed by the Carriers. Neither Carrier shall unreasonably withhold its agreement to such format and timing.

(b) Each Carrier acknowledges and agrees that the Carrier disclosing its Confidential Information pursuant to this Agreement or any Commercial Cooperation Implementation Agreement will have no adequate remedy at law if there is a breach or threatened breach of this Section E.5 and, accordingly, the Affected Carrier will be entitled to an injunction or other equitable or similar preventative relief available under the laws of any jurisdiction against the other Carrier or its Representatives for such breach or threatened breach. Nothing herein will be construed as a waiver of any other legal or equitable remedies which may be available to the Affected Carrier in the event of a breach or threatened breach of this Section E.5 and the Affected Carrier may pursue any other such remedy, including the recovery of damages, notwithstanding Section 6 hereof.

(c) The restrictions and obligations of a Carrier receiving Confidential Information and the rights of an Affected Carrier under this Section E.5 will survive the termination of this Agreement and each of the Commercial Cooperation Implementation Agreements for a period of five (5) years, except that restrictions and obligations relating to Confidential Information that is personally identifiable information will survive indefinitely.

6. Dispute Resolution. Prior to referring any Dispute to arbitration as provided in Section E.6(c), the Carriers shall proceed as follows:

(a) Except as otherwise expressly provided in Section E.6(d), any controversy, dispute, difference, disagreement or claim between the Carriers arising under or relating to this Agreement, including any question concerning the validity, termination, interpretation, performance, operation, enforcement or breach of this Agreement (each, a “**Dispute**”), must first be referred by a Carrier to, in the case of JAL, its Vice President, International Relations and Alliances and, in the case of Hawaiian, its Senior Director, Alliances and Airline Partnerships. Each such designated representative shall, together with the designated representative of the other Carrier, attempt to resolve any such Dispute. If they are unable to resolve the Dispute within Confidential Material - Rule 12 Treatment Requested after the Dispute is referred, unless extended by mutual consent of the Carriers, the Dispute must then be referred by each Carrier to, in the case of JAL, its Executive Officer, International Relations and Alliances and, in the case of Hawaiian, its Senior Vice President, Global Sales and Alliances for resolution within Confidential Material - Rule 12 Treatment Requested after the date of the referral, unless extended by mutual consent of the Carriers. If they are unable to

resolve the Dispute, the Dispute must then be referred by each Carrier to, in the case of JAL, its Executive Vice President and, in the case of Hawaiian, its Chief Commercial Officer for resolution within ^{Confidential Material - Rule 12 Treatment Requested} after the date of the referral, unless extended by mutual consent of the Carriers. It will be sufficient for the purposes of referrals under this Section E.6 that a Carrier sends notice of the Dispute to its own designated representative, in each case with a copy to the other Carrier in the manner specified in Section E.9.

(b) Any Dispute not resolved after referral to the Carriers' designated representatives as required in Section E.6(a) shall then be referred to arbitration as provided in Section E.6(c). Each Carrier irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of such arbitration and expressly and irrevocably waives its right to bring suit against the other Carrier in respect of a Dispute in any court of law except for the limited purposes of enforcing an arbitral award obtained in respect of a Dispute, or for obtaining any injunctive, temporary or preventative order or similar order available to it under the laws of any jurisdiction for a breach or threatened breach by the other Carrier. Each Carrier, to the fullest extent it may effectively do so under applicable law, irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to arbitration.

(c) In the event that any Dispute is not resolved pursuant to Section E.6(a), then such Dispute shall be referred to and finally resolved pursuant to binding and confidential arbitration under the then-existing International Centre for Dispute Resolution Rules (the "**Rules**"), except as they may be modified herein or by mutual agreement of the Carriers. The arbitration, including the rendering of the award, will be conducted by three (3) arbitrators, each of whom will have experience with aviation industry matters; provided, however, that the arbitration may be conducted by only one arbitrator if both Carriers so agree in advance of the arbitration and are able to agree upon a single, mutually acceptable individual. If the arbitration is to be conducted by three (3) arbitrators, each Carrier will select one arbitrator and the third arbitrator will be appointed in accordance with the Rules. The arbitration proceedings will take place in New York, New York. The language to be used in the arbitral proceedings shall be English. In the event that any Dispute is submitted to arbitration, all then current Disputes that have not been resolved in accordance with Section E.6(a) (including counterclaims between the Carriers) will be consolidated in a single arbitral proceeding. The Carriers will conduct the arbitration as quickly as is reasonably practicable and will use their respective commercially reasonable efforts to ensure that the duration of the arbitral proceeding will not exceed ^{Confidential Material - Rule 12 Treatment Requested} commencing from the date the last arbitrator accepts his or her appointment (or, if the arbitral award is not issued within such ninety (90) days, within a single renewal period of another ^{Confidential Mater}

Any decision or award of the arbitrators will be based solely on the terms of this Agreement and the substantive governing law applicable to this Agreement. The decision of the arbitrators will be in writing stating the reasons therefor, will be final and conclusive, and will be binding on the Carriers. Judgment upon the award rendered in the arbitration may be entered and enforced by any court of competent jurisdiction. Each Carrier hereby expressly agrees that the arbitrators will have the authority (i) to award specific performance or an injunction to the prevailing Carrier and (ii) to make an award of damages, subject to the limits, waivers and disclaimers set forth in this Agreement or under applicable law. Each Carrier hereby expressly agrees that each Carrier shall bear its own costs and expenses, including without limitation witness and attorneys' fees, incurred in connection with any such arbitral proceedings.

(d) Without prejudice to the provisions of Sections E.6(b) and E.6(e), each Carrier irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts located in the Southern District of New York or in Tokyo, Japan and any appellate court therefrom (the “**Courts**”), for purposes of enforcing any arbitral award, or for obtaining any injunctive, temporary or preventative order or similar order available to it under the laws of any jurisdiction for a breach or threatened breach by the other Carrier which threatens irreparable damage. Nothing in this Section E.6(d) shall affect any right that any Carrier may otherwise have to bring any provisional, interim or conservatory action or proceeding relating to provisional, interim or conservatory measures in the courts of any jurisdiction.

(e) Each Carrier, to the fullest extent it may effectively do so under substantive governing law applicable to this Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise:

(i) any claim that it is not subject to the jurisdiction of the Courts and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such Court; and

(ii) any right of application or appeal to any court (in the United States, Japan, or in any other jurisdiction) in connection with any question of law arising in the course of arbitration proceedings or out of any decision or award by the arbitrator, except as permitted by the U.S. Federal Arbitration Act.

7. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York without reference to the choice of law provisions thereof, including all matters of construction, validity and performance.

8. Entire Agreement, Waivers and Amendments. This Agreement, the Commercial Cooperation Implementation Agreements and the JALPAK Agreement constitute the entire understanding of the Carriers with respect to the Commercial Cooperation superseding all prior discussions and agreements, written and oral. This Agreement may not be amended, nor may any of its provisions be waived, except by writing signed by both Carriers. No failure to exercise and no delay in exercising, on the part of either Carrier, any right, remedy, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege hereunder.

9. Notices. All notices given hereunder shall be in writing delivered by hand, certified mail, overnight delivery service, or telecopy to the Carriers at the following addresses:

If to JAL:

Japan Airlines Co., Ltd.

4-11 Higashi-Shinagawa 2 Chome
Shinagawa-ku, Tokyo 140-8637, Japan
Attn: VP International Relations and Alliances
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With copy to:

Japan Airlines Co., Ltd.
4-11 Higashi-Shinagawa 2 Chome
Shinagawa-ku, Tokyo 140-8637, Japan
Attention: Director, Legal Affairs
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If to Hawaiian:

Hawaiian Airlines
3375 Koapaka Street, Suite G350
Honolulu, HI 96819
United States of America
Attention: Senior Vice President Global Sales and Alliances
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With copy to:

Hawaiian Airlines
3375 Koapaka Street, Suite G350
Honolulu, HI 96819
United States of America
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary
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10. Retention of Corporate Identity. Each Carrier shall remain an entirely separate corporate entity, and unless otherwise expressly provided in this Agreement, will retain its own independent decision making and managerial competence and authority in all matters. Each Carrier is and shall remain an independent contractor. Nothing in this Agreement is intended to or shall be construed to create or establish any agency relationship, partnership, or fiduciary relationship between the Carriers. Except to the extent it is expressly so authorized in writing by the other Carrier, neither Carrier nor any of its Affiliates or Regional Carriers has authority to act for or to incur any obligations on behalf of or in the name of the other Carrier or any of its Affiliates or Regional Carriers.

11. Force Majeure. Except with respect to the performance of a Carrier's payment, confidentiality and indemnification obligations under this Agreement, neither Carrier shall be liable for delays or failure in its performance hereunder to the extent that such delay or failure of performance (a) is caused by reasons beyond its control including but not limited to: acts of God or public enemy; war, civil war, warlike operations, terrorism, insurrections or riots; fires, floods,

explosions, earthquakes, natural disasters, including weather disasters, or serious accidents; epidemics or quarantine restrictions; any act of government; governmental priorities; defects of aircraft undiscovered; damage to or destruction of aircraft or other flight equipment; mechanical difficulties or breakdowns; grounding of a substantial number of a Carrier's aircraft by any Governmental Entity or by voluntary action by a Carrier for safety reasons (in lieu of governmental actions); unavailability of fuel; strikes, lockouts or labor disputes (whether resulting from disputes between either Carrier and its employees or between other parties); U.S. military or airlift emergency or substantially expanded U.S. military airlift requirements as determined by the U.S. government; or activation of the U.S. Civil Reserve Air Fleet by the U.S. government or similar action by the Japanese government in the event of a Japanese national emergency; and (b) is not the result of that Carrier's lack of reasonable diligence (an "**Excusable Delay**"). In the event a Carrier has an Excusable Delay, prompt written notice shall be given by that Carrier to the other Carrier in accordance with Section E.9. The Carriers will then discuss and agree on the action to be taken, and the Carriers shall work together to mitigate the effect upon each other of such circumstance.

12. Successors and Assigns. Neither Carrier may assign its rights or delegate its duties under this Agreement and any such purported assignment or delegation shall be void. This Agreement shall be binding on the lawful successors of each Carrier.

13. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable in any jurisdiction, such provision shall be ineffective only in the jurisdiction where so held and the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances shall not be affected thereby, in each case so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to any party hereto, and to such end, the provisions of this Agreement are to be severable and will be interpreted so as reasonably to effect the intent of the parties hereto. Upon such determination that any provision is invalid or unenforceable, the Carriers further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

14. Headings. The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

15. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement.

16. Equal Opportunity. To the extent applicable, EEO clauses contained at 41 C.F.R. §§60-1.4, 60-250.4 and 60-741.4 are hereby incorporated by reference. Each Carrier shall comply with all equal opportunity laws and regulations that apply to or must be satisfied by that Carrier as a result of this Agreement.

17. Privacy Obligations. If a Carrier (“**Accessing Party**”) processes and/or has access to personally identifiable information obtained by the other Carrier (“**Collecting Party**”) from the data subject (“**Personal Data**”) that is provided to it by the Collecting Party, it agrees that the Collecting Party owns all such Personal Data provided to it pursuant to this Agreement. The Accessing Party will at all times comply with all applicable laws and regulations, including but not limited to data privacy laws, in its use of Personal Data provided by the Collecting Party that will be processed under this Agreement that relates to, or is about, an identified or identifiable person. The Accessing Party will indemnify, defend and protect the Collecting Party from any claims arising out of the Accessing Party's failure to comply with the foregoing.

18. Third Parties. All rights, remedies and obligations of the Carriers hereto shall accrue and apply solely to the Carriers hereto and their permitted successors and assigns; there is no intent to benefit any third parties.

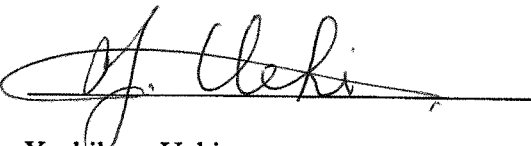
19. Consequential Damages. Neither Carrier shall be liable for any exemplary, punitive, special or consequential damages, including lost revenues, lost profits or lost prospective economic advantage, arising from any performance or failure to perform under this Agreement, even if such Carrier knew or should have known of the possibility thereof, and each Carrier hereby releases and waives any claims against the other Carrier regarding such damages. FOR THE AVOIDANCE OF DOUBT, THE CARRIERS AGREE THE FOREGOING SHALL NOT LIMIT A CARRIER’S OBLIGATION TO INDEMNIFY THE OTHER IN ACCORDANCE WITH SECTION E.3 FOR DAMAGES ARISING OUT OF OR RELATING TO A CLAIM, SUIT OR CAUSE OF ACTION BY A THIRD PARTY.

[Signatures appear on next page. Remainder of page intentionally left blank.]

Highly Confidential

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have caused this Agreement to be executed as of the date first written above.

JAPAN AIRLINES CO., LTD.

By: 

Name: Yoshiharu Ueki

Title: Representative Director, President

HAWAIIAN AIRLINES, INC.

By: 

Name: Mark Dunkerley

Title: President & Chief Executive Officer

[Signature page to Commercial Cooperation Agreement between
Hawaiian Airlines, Inc. and Japan Airlines Co., Ltd.]

Schedule 1

Definitions

“Accessing Party” has the meaning set forth in Section E.17.

“Affected Carrier” has the meaning set forth in Section E.5(a).

“Affiliate” means, with respect to any Person, any other Person, directly or indirectly, Controlling, Controlled by, or under Common Control with, such Person.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Airline Assets” means those assets used, as of the date of determination, in the relevant Person’s operation as an air carrier.

“Authorized Affiliate” means, with respect to JAL, Japan Transocean Air Co., Ltd. and J-Air Co., Ltd.

“Carrier” or “Carriers” has the meaning set forth in the preamble to this Agreement.

“Change of Control Event” means, with respect to a Carrier:

(a) a merger, reorganization, share exchange, consolidation, tender or exchange offer, private purchase, business combination, recapitalization or other transaction involving such Carrier (or, if such Carrier is not its own ultimate parent, its Holding Company) and a third party as a result of which the stockholders of such Carrier (or, if such Carrier is not its own ultimate parent, its Holding Company) immediately preceding such transaction would hold less than 50% of the outstanding shares of common stock of, or less than 50% of the outstanding voting power of, the ultimate parent company resulting from any such transaction immediately after consummation thereof;

(b) the sale, transfer or other disposition of more than 50% of the fair market value of all of the Airline Assets of such Carrier (or its successor), its Holding Company, if any, and such Carrier’s Subsidiaries on a consolidated basis directly or indirectly to a third party, whether in a single transaction or a series of related transactions;

(c) the direct or indirect acquisition by a third party (including by means of a tender offer or an exchange offer) of ownership of more than Confidential Material - Rule 12 Treatment Requested

that would not constitute a Change of Control under clause (a) of this definition of Change of Control; or

(d) Confidential Material - Rule 12 Treatment Requested

Notwithstanding the foregoing definition, the consummation of any of the foregoing by and between (i) the Carriers only, as determined at the time of such consummation, or (ii) a Carrier and one or more of such Carrier's Subsidiaries existing as of the date of this Agreement, as determined at the time of such consummation, shall not constitute a "Change of Control" for the purposes of this Agreement.

"Code" means the two (2) character identifier assigned to a carrier by IATA for the purpose of exchanging interline carrier messages in accordance with AIRIMP procedures.

"Codeshare Agreement" has the meaning set forth in Section C.2.

"Collecting Party" has the meaning set forth in Section E.17.

"Commercial Cooperation" means the cooperative relationship between JAL and Hawaiian that may include, among other things, a metal neutral joint venture for which the Carriers will seek immunity from the antitrust and competition laws in the United States, Japan and other applicable jurisdictions, codesharing, FFP participation, mutual lounge access, prorate arrangements, ground handling agreements, and marketing of Hawaiian's services through JALPAK.

"Commercial Cooperation Implementation Agreement" means an agreement executed and delivered between the Carriers pursuant to this Agreement, which agreement is intended to define further the details of and put into effect the Commercial Cooperation as provided in this Agreement, including, without limitation, the Joint Venture Agreement, the Codeshare Agreement, FFP Agreement, SPA, and Lounge Sharing Agreement.

"Confidential Information" means (a) all confidential or proprietary information of a Carrier and its Affiliates, including, without limitation, trade secrets, information concerning past, present and future research, development, business activities and affairs, finances, properties, methods of operation, processes and systems, customer lists, customer information (such as passenger name record or "PNR" data) and computer procedures and access codes; and (b) the terms and conditions of this Agreement, the Commercial Cooperation Implementation Agreements and any reports, invoices or other communications between the Carriers given in connection with the negotiation or performance of this Agreement and the Commercial Cooperation Implementation Agreements; and (c) excludes (i) information already in a Carrier's possession prior to its disclosure by the other Carrier that it can demonstrate it obtained without violation of the confidentiality provisions of this Agreement; (ii) information obtained from a third Person that is not prohibited from transmitting such information to the receiving Carrier as

a result of a contractual, legal or fiduciary obligation to the Carrier whose information is being disclosed; (iii) information that is or becomes generally available to the public, other than as a result of disclosure by a Carrier in violation of this Agreement; or (iv) information that has been or is independently acquired or developed by a Carrier, without violating any of its obligations under this Agreement or any Commercial Cooperation Implementation Agreement.

“Control” (including **“Controlled by,” “Controlling”** and **“under Common Control with”**) means the power of any other Person or Persons acting as a group, directly or indirectly, to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities or by contract or otherwise.

“Courts” has the meaning set forth in Section E.6(d).

“Disclosing Carrier” has the meaning set forth in Section E.5(a).

“Dispute” has the meaning set forth in Section E.6(a).

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Excusable Delay” has the meaning set forth in Section E.11.

“FFP” has the meaning set forth in Section A.1.

“FFP Agreement” has the meaning set forth in Section C.3.

“Governmental Entity” means any supranational, national, federal, state, county, local, regulatory or municipal government body, bureau, commission, board, board of arbitration, instrumentality, authority, agency, court, department, inspectorate, minister, ministry, official or public or statutory Person (whether autonomous or not) having jurisdiction over this Agreement or either Carrier.

“GSA” has the meaning set forth in Section C.1(h).

“Hawaiian” has the meaning set forth in the preamble to this Agreement.

“Hawaiian Prime Flights” has the meaning set forth in Section C.5.

“Hawaii-Transpacific Region” has the meaning set forth in Exhibit 1.

“Holding Company” means, as applied to a Person, any other Person of whom such Person is, directly or indirectly, a Subsidiary.

“Implementation Date” means the date following the receipt of U.S. and Japanese approval of and antitrust immunity for the Joint Venture Agreement on which the detailed terms of the Joint Venture Agreement are finalized and included in an amendment or supplement to the Joint Venture Agreement executed and delivered by the Carriers.

“Indemnification Notice” has the meaning set forth in Section E.3(b).

“Indemnified Carrier” has the meaning set forth in Section E.3(a).

“Indemnifying Carrier” has the meaning set forth in Section E.3(a).

“JAL” has the meaning set forth in the preamble to this Agreement.

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“JALPAK Agreement” has the meaning set forth in Section C.5.

“Joint Venture Agreement” has the meaning set forth in Section C.1.

“Licensed Trademark” has the meaning set forth in Section E.4(c).

“Lounge Sharing Agreement” has the meaning set forth in Section C.7.

“Mainland North America” means the United States (including Puerto Rico and the U.S. Virgin Islands but excluding Hawaii, Guam and other U.S. territories), Canada and Mexico.

“Narita” has the meaning set forth in Section C.6.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or (except for the definition of “Affiliate” herein) government or any agency, authority or political subdivision of a government, and including any successor, by merger or otherwise, or authorized assigns of any of the foregoing.

“Personal Data” has the meaning set forth in Section E.17.

“Regional Carriers” means with respect to Hawaiian, any air carrier operating flights with Hawaiian’s Code subject to a capacity purchase and/or cobrand agreement under the ““Ohana by Hawaiian” brand name, currently Empire Airlines, Inc.

“Representatives” means a Carrier’s directors, officers, employees, Affiliates, agents, professional advisors or consultants.

“Rules” has the meaning set forth in Section E.6(c).

“SPA” has the meaning set forth in Section C.4.

“Special Prorate Agreement” means any agreement, from time to time, between the Carriers relating to the proration of interline revenue.

“Subsidiary” of any Person means any corporation, association, partnership, joint venture, limited liability company or other business entity of which securities or other ownership interests representing more than 50% of the ordinary economic and Voting Power or more than 50% of the general partnership interests and Voting Power are, at the time any determination is being made, owned directly or indirectly by such Person.

“Voting Power” means, as of the date of determination, the voting power in the general election of directors, managers or trustees, as applicable.

EXHIBIT 1

Hawaii-Transpacific Region

The “Hawaii-Transpacific Region” shall mean air service routes between the State of Hawaii and Japan as well as behind, beyond and intermediate routes, but excluding air service routes to or from Mainland North America. The following flights will be included within the Hawaii-Transpacific Region:

- (a) All flights between Japan and Hawaii;
- (b) All flights that connect an itinerary between Hawaii and a Japanese gateway to a behind or beyond point within Japan;
- (c) All flights that connect an itinerary between Japan and a Hawaiian gateway to a behind or beyond point within Hawaii;
- (d) All flights that connect an itinerary between Hawaii and a Japanese gateway to a behind or beyond point in the following third countries: (i) People’s Republic of China; (ii) Hong Kong SAR; (iii) Republic of Indonesia; (iv) Republic of Korea (South); (v) Malaysia; (vi) Republic of the Philippines; (vii) Republic of Singapore; (viii) Republic of China (Taiwan); (ix) Kingdom of Thailand; or (x) Socialist Republic of Vietnam; and
- (e) All flights that connect an itinerary between Japan and Hawaii to a point in the U.S. territory of Guam (to the extent such itinerary is permissible under applicable law).

For the avoidance of doubt, the following flights are outside the scope of the Hawaii-Transpacific Region:

- (a) all flights between Hawaii and Mainland North America; and
- (b) all nonstop flights between Hawaii and the countries listed in (d) above.

EXHIBIT 2

Codeshare Agreement

APPENDIX 2

Appendix 2 - Joint Venture Agreement

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APPENDIX 3

FFP Partnership Agreement
between Hawaiian Airlines Inc.,
and Japan Airlines Co., Ltd.

HawaiianMiles and JAL Mileage Bank Participation
Agreement

HAWAIIANMILES AND MILEAGE BANK PARTICIPATING CARRIER AGREEMENT

This HawaiianMiles and Mileage Bank Participating Carrier Agreement (“Agreement”), dated 16 April, 2018, is made by and between Hawaiian Airlines, Inc. (hereinafter referred to as “Hawaiian” or “HA”), a corporation organized under the laws of Delaware, having its principal place of business or domicile at 3375 Koapaka Street, Suite G-350, Honolulu, HI 96819 and Japan Airlines Co., Ltd., (hereinafter referred to as “JAL” or “JL”), a corporation organized under the laws of Japan, having its principal place of business at 4 - 11 , Higashi-Shinagawa 2-chome, Shinagawa-ku, Tokyo 140-8637, Japan.

RECITALS

WHEREAS, HA has developed a promotional program known as the HawaiianMiles Program (hereinafter referred to as “HawaiianMiles”); and

WHEREAS, JAL desires to participate in the HawaiianMiles Program to allow HawaiianMiles Members to earn HawaiianMiles Miles for travel on JAL and certain JAL Airline Affiliates and to provide Award Travel to HawaiianMiles Members.

WHEREAS, JAL has developed a promotional program known as the Mileage Bank Program (hereinafter referred to as “Mileage Bank”); and

WHEREAS, HA desires to participate in the Mileage Bank Program to allow Mileage Bank Members to earn Mileage Bank Miles for travel on HA and certain HA Airline Affiliates and to provide Award Travel to Mileage Bank Members;

THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the Parties hereby agree as follows:

1. Definitions

The definitions in Annex A shall apply for purpose of this Agreement.

2a HawaiianMiles Mileage Accrual For Travel on JAL Eligible Flights

2a.1 Accrual Miles. If: (i) accumulation of Accrual Miles is permitted under Applicable Law; (ii) the electronic system of accumulation and report of Accrual Miles has been established upon the mutual consent of the Parties; (iii) the same system as that referred to in the preceding item (ii) has been established upon the mutual consent of the Parties under this Agreement; and (iv) a HawaiianMiles Member has not elected to accrue credits in the HawaiianMiles or any other Frequent Flyer Program for Revenue Travel, then, subject to the terms and conditions of this Agreement, HA will award Accrual Miles for such Revenue Travel by HawaiianMiles Members on JAL Eligible Flights that take place on and after the Effective Date until the termination of this Agreement.

2a.2 Promotional Bonus Miles. JAL may, from time to time, offer Promotional Bonus Miles to HawaiianMiles Members for Revenue Travel with the prior written consent of HA.

2a.3 JAL Service; Service Changes. All JAL Eligible Flights shall be subject to such JAL's conditions of carriage and JAL's world timetable as may from time to time be modified by JAL. The content of the timetable shall be determined by JAL in its sole discretion and shall include schedule times, routes, frequencies, equipment and specified services.

2a.4 Selection of Frequent Flyer Program. On any particular JAL Eligible Flight, a passenger may designate only one Frequent Flyer Program for mileage accrual. Once a passenger has checked in to a JAL Eligible Flight, HA will not allow the passenger to transfer Accrual Miles to or between another Frequent Flyer Program in which HA or JAL participates, except as mutually agreed by both Parties that such transfer is necessary to resolve a customer service complaint.

2b Mileage Bank Mileage Accrual For Travel on HA Eligible Flights

2b.1 Accrual Miles. If: (i) accumulation of Accrual Miles is permitted under Applicable Law; (ii) the electronic system of accumulation and report of Accrual Miles has been established upon the mutual consent of the Parties; (iii) the same system as that referred to in the preceding item (ii) has been established upon the mutual consent of the Parties under this Agreement; and (iv) a Mileage Bank Member has not elected to accrue credits in the HawaiianMiles or any other Frequent Flyer Program for Revenue Travel, then, subject to the terms and conditions of this Agreement, JAL will award Accrual Miles for such Revenue Travel by Mileage Bank Members on HA Eligible Flights that take place on and after the Effective Date until the termination of this Agreement.

2b.2 Promotional Bonus Miles. HA may, from time to time, offer Promotional Bonus Miles to Mileage Bank Members for Revenue Travel with the prior written consent of JAL.

2b.3 HA Service; Service Changes. All HA Eligible Flights shall be subject to such HA's conditions of carriage and HA's world timetable as may from time to time be modified by HA. The content of the timetable shall be determined by HA in its sole discretion and shall include schedule times, routes, frequencies, equipment and specified services.

2b.4 Selection of Frequent Flyer Program. On any particular HA Eligible Flight, a passenger may designate only one Frequent Flyer Program for mileage accrual. Once a HA Eligible Flight departs, JAL will not allow the passenger to transfer Accrual Miles to or between another Frequent Flyer Program in which JAL or HA participates, except as mutually agreed by both Parties that such transfer is necessary to resolve a customer service complaint.

3a HawaiianMiles Awards For Travel on JAL

3a.1 Award Travel. Subject to the terms and conditions of this Agreement, on and after the Effective Date, HA may issue an Award Ticket for Award Travel to take place on and after the Effective Date on a JAL Award Flight subject to the rules in Attachment C. JAL will accept such Ticket for Award Travel. Under the HawaiianMiles Program Rules, all Award Tickets shall be non - transferable after issuance and be valid for use only as specified in the HawaiianMiles Program Rules. Subject to the HawaiianMiles Program Rules, a HawaiianMiles Member may have Award Tickets issued in the name of another individual,

but may not sell, barter or otherwise transfer (in each case as determined by HA) the Award Tickets.

3a.2 Award Reservations. All reservations for Award Travel shall be made by HA or its authorized agents, if applicable, via Sabre or such other method as the Parties agree upon in writings. Ticketing time limits should follow standard procedures as revenue ticketing for the operating carrier. In special cases, reservations for Award Travel may be held up to 48 hours before ticketing, but JAL has no right to sudden cancellation without prior notice by SSR or other means of proper notification..

3a.3 Award Inventory Classes. All reservations for Award Travel shall be booked in the applicable award inventory classes set out in Attachments B1. JAL will notify any change to such inventory classes to HA at least forty-five (45) days in advance of the proposed implementation of the change.

3a.4 Award Seat Availability. JAL reserves the right to limit the number of seats available for Award Travel subject to the conditions that: (i) such limitations are reasonable and comply with Sections 3a.5, 3a.6 and 3a.7; (ii) JAL offers adequate inventory deemed by HA to be reasonable to accommodate Award Travel in accordance with Sections 3a.5, 3a.6 and 3a.7; and (iii) the number of seats available for Award Travel on any JAL Award Flight is not less than the number of seats available for Mileage Bank Award Travel and is not less than the number of seats available for any Other JAL Award Program.

3a.5 Non-Discrimination. JAL will offer all HawaiianMiles Members traveling on Award Travel or booked for Award Travel the same rights and privileges afforded to revenue passengers traveling on JAL in the same class of service; provided, however, that: (i) JAL will accommodate HawaiianMiles Members holding Award Tickets for canceled or discontinued JAL Award Flights, as specifically provided in Section 3a.8; and (ii) such HawaiianMiles Members holding Award Tickets have neither the ability to accrue frequent flyer points, credits or miles nor the ability to participate in any promotional offers which are available in connection with travel on a revenue ticket (such as overnight accommodations for scheduled layovers or limousine transfers). HawaiianMiles Members shall have an equal right to book capacity controlled inventory on JAL Award Flights as do the members of any Other JAL Award Program. In addition, the blackout dates established for Award Travel under this Agreement may not be more restrictive for HawaiianMiles Members attempting to book or undertake Award Travel than for HawaiianMiles Members or the members of any Other JAL Award Program.

3a.6 Blackout Dates. Award Travel shall not be permitted during certain blackout dates established generally for HawaiianMiles Award Travel under the HawaiianMiles Program Rules. Confidential Material - Rule 12 Treatment Requested

: If JAL fails in so informing, the blackout dates for such year shall be the same as those set forth in Attachment C (if applicable). JAL may allow Award Travel during any blackout dates in its sole discretion.

3a.7 Award Tickets. All Award Tickets issued by HA in accordance with the terms of this Agreement shall be valid and be honored by JAL for a period of ^{Confidential Material - Rule 12 Tr} from the date of

issuance, regardless of whether this Agreement is terminated for any reason after such date. It is understood and agreed that any Award Travel shall not be permitted upon lapse of ^{Confidential Material} from the date of issuance of the relevant Award Ticket.

3a.8 HawaiianMiles Member Reprotection for Award Travel. In the event that JAL is unable to honor any valid Award Ticket for Award Travel on a JAL Award Flight for any reason, JAL will use commercially reasonable efforts to accommodate the HawaiianMiles Member on another JAL Award Flight on the same route (or with routing that duplicates, as closely as practicable, the HawaiianMiles Member's original itinerary on JAL) and in the same class of service. If JAL is nevertheless unable to accommodate the HawaiianMiles Member on a JAL Award Flight, JAL will use commercially reasonable efforts to reaccommodate the HawaiianMiles Member on a third party carrier at JAL's sole expense, on the same route (or with routing that duplicates as closely as practicable the HawaiianMiles Member's original itinerary on JAL) and in the same class of service subject to the following:

3a.8.1 Same Day Flight Cancellations. If JAL is unable to accommodate a HawaiianMiles Member holding an Award Ticket for travel on a[n] JAL Award Flight that is canceled on the scheduled day of travel, then: (i) HA may, in its sole discretion, accommodate the HawaiianMiles Member in the same class of service as the HawaiianMiles Member was scheduled to have flown on the canceled JAL Award Flight and bill JAL for the cost of the replacement ticket, at the Award Travel price listed in Attachment B1, if accommodated on IIA, and otherwise at the applicable third party carrier rate charged to HA; or (ii) the HawaiianMiles Member may elect to have the Redeemed Miles returned to the HawaiianMiles Member's HawaiianMiles Account.

3a.8.2 Discontinued Routes. JAL has the right to cease at any time and at its own discretion to operate between any of the geographic points in regards to any JAL Award Flight; provided, however, that JAL shall: (i) notify HA in writing promptly, but no later than forty-five (45) days before the date of cessation; and (ii) honor all Award Tickets that are issued and all reservations of HawaiianMiles Members that are scheduled to be ticketed for Award Travel in respect of such geographic points within twenty-one (21) days after JAL notifies HA of such cessation.

3a.9 Codeshare Flights. JAL will not be obligated to provide Award Travel on Codeshare Flights.

3a.10 Award Flight Tracking. HA will append an OSI code containing the Award Ticket designator to all Award Travel booking records. HA will make commercially reasonable efforts to provide these codes to HA's authorized agents (if applicable) but will not be responsible for, and hereby disclaims liability for, the omission of such codes by its agents. HA will provide JAL with a list of all Award Ticket designators, or fare basis codes, for Award Tickets on JAL Award Flights, as set forth in Attachment B1, and such designators or codes may be changed from time to time by HA in its sole discretion.

3a.11 JAL New Routes. In the event that JAL or a JAL Airline Affiliate introduces a new route during the term of this Agreement, such route shall be subject to this Agreement and to the conditions appropriate for Award Travel and blackout dates contained herein.

3b Mileage Bank Awards For Travel on HA

3b.1 Award Travel. Subject to the terms and conditions of this Agreement, on and after the Effective Date, JAL may issue an Award Ticket for Award Travel to take place on and after the Effective Date on a HA Award Flight subject to the rules in Attachment C. HA will accept such Ticket for Award Travel. Under the Mileage Bank Program Rules, all Award Tickets shall be non-transferable after issuance and be valid for use only as specified in the Mileage Bank Program Rules. Subject to the Mileage Bank Program Rules, a Mileage Bank Member may have Award Tickets issued in the name of another individual, but may not sell, barter or otherwise transfer (in each case as determined by JAL) the Award Tickets.

3b.2 Award Reservations. All reservations for Award Travel shall be made by JAL or its authorized agents, if applicable, via JAL Altea Amadeus Direct Access or such method as the Parties agree upon in writings. Ticketing time limits should follow standard procedures as revenue ticketing for the operating carrier. In special cases, reservations for Award Travel may be held up to 48 hours before ticketing but HA has no right to sudden cancellation without prior notice by SSR or other means of proper notification.

3b.3 Award Inventory Classes. All reservations for Award Travel shall be booked in the applicable award inventory classes set out in Attachment B2. HA will notify any change to such inventory classes to JAL at least forty-five (45) days in advance of the proposed implementation of the change.

3b.4 Award Seat Availability. HA reserves the right to limit the number of seats available for Award Travel subject to the conditions that: (i) such limitations are reasonable and comply with Sections 3b.5, 3b.6 and 3b.7; (ii) HA offers adequate inventory deemed by JAL to be reasonable to accommodate Award Travel in accordance with Sections 3b.5, 3b.6 and 3b.7; and (iii) the number of seats available for Award Travel on any HA Award Flight is not less than the number of seats available for HawaiianMiles Award Travel and is not less than the number of seats available for any Other HA Award Program.

3b.5 Non-Discrimination. HA will offer all Mileage Bank Members traveling on Award Travel or booked for Award Travel the same rights and privileges afforded to revenue passengers traveling on HA in the same class of service; provided, however, that: (i) HA will accommodate Mileage Bank Members holding Award Tickets for canceled or discontinued HA Award Flights, as specifically provided in Section 3b.8; and (ii) such Mileage Bank Members holding Award Tickets have neither the ability to accrue frequent flyer points, credits or miles nor the ability to participate in any promotional offers which are available in connection with travel on a revenue ticket (such as overnight accommodations for scheduled layovers or limousine transfers). Mileage Bank Members shall have an equal right to book capacity controlled inventory on HA Award Flights as do all of HA's other Frequent Flyer Program partners. In addition, the blackout dates established for Award Travel under this Agreement may not be more restrictive for Mileage Bank Members attempting to book or undertake Award Travel than for HawaiianMiles Members or the members of any Other HA Award Program.

3b.6 Blackout Dates. Although HA does not currently have set blackout dates, award Travel shall not be permitted during certain blackout dates established generally for HawaiianMiles Award Travel under the HawaiianMiles Rules. Confidential Material - Rule 12 Treatment Requested

Confidential Material - Rule 12 Treatment Requested, the blackout dates shall be as set forth in Attachment C, if applicable. Confidential Material - Rule 12 Treatment Requested

: HA may allow Award Travel during any blackout dates in its sole discretion.

3b.7 Award Tickets. All Award Tickets issued by JAL in accordance with the terms of this Agreement shall be valid and be honored by HA for a period of ^{Confidential Material - Rule 12 Tre} from the date of issuance, regardless of whether this Agreement is terminated for any reason after such date. It is understood and agreed that any Award Travel shall not be permitted upon lapse of ^{Confidential Materia} from the date of issuance of the relevant Award Ticket.

3b.8 Mileage Bank Member Reprotection for Award Travel. In the event that HA is unable to honor any valid Award Ticket for Award Travel on a HA Award Flight for any reason, HA will use commercially reasonable efforts to accommodate the Mileage Bank Member on another HA Award Flight on the same route (or with routing that duplicates, as closely as practicable, the Mileage Bank Member's original itinerary on HA) and in the same class of service. If HA is nevertheless unable to accommodate the Mileage Bank Member on a HA Award Flight, HA will use commercially reasonable efforts to reaccommodate the Mileage Bank Member on a third party carrier at HA's sole expense, on the same route (or with routing that duplicates as closely as practicable the Mileage Bank Member's original itinerary on HA) and in the same class of service subject to the following:

3b.8.1 Same Day Flight Cancellations. If HA is unable to accommodate a Mileage Bank Member holding an Award Ticket for travel on a HA Award Flight that is canceled on the scheduled day of travel, then: (i) JAL may, in its sole discretion, accommodate the Mileage Bank Member in the same class of service as the Mileage Bank Member was scheduled to have flown on the canceled HA Award Flight and bill HA for the cost of the replacement ticket, at the Award Travel price listed in Attachment B, if accommodated on JAL, and otherwise at the applicable third party carrier rate charged to JAL; or (ii) the Mileage Bank Member may elect to have the Redeemed Miles returned to the Mileage Bank Member's Mileage Bank Account.

3b.8.2 Discontinued Routes. HA has the right to cease at any time and at its own discretion to operate between any of the geographic points in regards to any HA Award Flight; provided, however, that HA shall: (i) notify JAL in writing promptly, but no later than forty-five (45) days before the date of cessation; and (ii) honor all Award Tickets that are issued and all reservations of Mileage Bank Members that are scheduled to be ticketed for Award Travel in respect of such geographic points within twenty-one (21) days after HA notifies JAL of such cessation.

3b.9 Codeshare Flights. HA will not be obligated to provide Award Travel on Codeshare Flights.

3b.10 Award Flight Tracking. JAL will append an SSR FQTR code and award travel farebasis to all Award Travel booking records. JAL will make commercially reasonable efforts to provide these codes to JAL's authorized agents (if applicable) but will not be responsible for, and hereby disclaims liability for, the omission of such codes by its agents. JAL will provide HA with a list of all Award Ticket designators, or fare basis codes, for Award Tickets

on HA Award Flights, as set forth in Attachment B2, and such designators or codes may be changed from time to time by JAL in its sole discretion.

3b.11 HA New Routes. In the event that HA, a Regional Carrier or a HA Airline Affiliate introduces a new route during the term of this Agreement, such route shall be subject to this Agreement and to the conditions appropriate for Award Travel and blackout dates contained herein.

4a HawaiianMiles Program Administration

4a.1 Check-in Procedures. To assure minimum inconvenience to HawaiianMiles Members, forthwith upon execution of this Agreement, JAL will establish and maintain procedures whereby HawaiianMiles Members need only provide a valid HawaiianMiles Account number to a JAL reservation agent at time of reservation or to a check-in agent at check-in for a JAL Eligible Flight in order to earn Accrual Miles. JAL will not require HawaiianMiles Members to carry or fill out coupons, stickers, or other documentation to receive Accrual Miles.

4a.2 Membership in HawaiianMiles Program. HawaiianMiles Members shall be enrolled in the HawaiianMiles Program in accordance with HA's standard procedures as they currently exist or as modified from time to time. No HawaiianMiles Member shall earn Accrual Miles for a JAL Eligible Flight until a HawaiianMiles Account number has been assigned to the HawaiianMiles Member by HA.

4a.3 Administration By HA. All HawaiianMiles Program Rules shall apply to JAL's participation in the HawaiianMiles Program. Administration of the HawaiianMiles Program shall be performed by HA in accordance with the HawaiianMiles Program Rules, which means that HA will issue all HawaiianMiles Award Tickets, HawaiianMiles Summaries and other HawaiianMiles Program applicable materials (such as the handbook and application form) in accordance with its procedures (as currently established or as modified by HA in the future) and at its sole expense. JAL will refer inquiries or complaints addressed to JAL regarding the HawaiianMiles Program, JAL's participation in the HawaiianMiles Program and related record keeping to HA's HawaiianMiles Customer Service Department, which will be responsible for resolving such complaints. HA will refer inquiries or complaints addressed to it regarding service or product issues relating to specific travel on JAL to JAL, which is responsible for responding to either HA or the HawaiianMiles Member regarding such complaints. Inquiries or complaints addressed to JAL or HA regarding specific travel scheduled on JAL using an Award Ticket shall be addressed through the cooperation of both Parties. JAL may not use its own records to respond directly to HawaiianMiles Member inquiries regarding the HawaiianMiles Program, unless specifically agreed by IIA.

4a.4 HA Customer Service. JAL will designate customer service individuals in Tokyo, Japan; and Los Angeles to be available at JAL's sole expense during normal business hours on normal business days, to assist HA's HawaiianMiles Customer Service and Reservation Sales Departments in resolving HawaiianMiles Member complaints. For the purposes of this Section 4a.4, "normal business days" means any day other than a Saturday, Sunday, or other day on which banking institutions in such city are required by law, regulation, executive order, or common custom to be closed. This designated customer service group will be staffed and supported by JAL and delegated the appropriate authority so that JAL may effectively address HawaiianMiles Members' complaints and customer service issues relating to JAL, especially

concerning Award Travel. With respect to any customer dispute: (i) HA does not have authority to make any monetary commitment on behalf of JAL to compromise or settle any dispute involving JAL without the prior written consent of JAL in each instance; although HA must cooperate with JAL to resolve any such dispute and must not unreasonably withhold or delay consent to settlement; and (ii) JAL does not have the authority to make any monetary commitment on behalf of HA or settle any dispute involving HA without HA's prior written consent.

4a.5 Accrual Miles Credit. JAL will be responsible for documenting qualifying Revenue Travel and incorporating that information into the JAL Report. JAL acknowledges that HA will rely on the accuracy of the JAL Report submitted by JAL to invoice JAL for Accrual Miles and to post Accrual Miles to a HawaiianMiles Member's HawaiianMiles Account, subject to any adjustments provided for in the balance of this paragraph and in Section 5 below. A HawaiianMiles Member with a valid HawaiianMiles Account number at the time of Revenue Travel who does not receive Accrual Miles for such travel may write to HA to receive Accrual Miles credit for such flight if the HawaiianMiles Member applies to HA within twelve (12) months after the conclusion of the flight and submits a valid ticket, ticket receipt (or itinerary and receipt in the case of electronic ticketing) and boarding pass to HA. HA will credit the HawaiianMiles Member's HawaiianMiles Account with the corresponding Accrual Miles and bill JAL for such Accrual Miles in accordance with Section 8. HA will not deduct Accrual Miles from a HawaiianMiles Member's HawaiianMiles Account once the miles have been posted, except in cases of abuse or fraud as described in, or otherwise non-compliance in any respect with, the HawaiianMiles Program Rules. HA will not credit requests for Accrual Miles for flights which are not JAL Eligible Flights. HA and JAL agree to cooperate, and to establish procedures, to ensure that HawaiianMiles Members shall not claim Accrual Miles or mileage credit for the same qualifying travel in more than one of the HawaiianMiles Program, Mileage Bank Program or any other Frequent Flyer Program in which HA or JAL participates. Notwithstanding the preceding sentence, HA will promptly notify JAL of any manual requests for Accrual Miles by a HawaiianMiles Member traveling on a JAL Eligible Flight, and agrees not to award such requested Accrual Miles to such HawaiianMiles Member until HA has notified HA that mileage has not already been accrued for such HA Eligible Flight in the Mileage Bank Program. JAL's notification on whether mileage has already been accrued for such JAL Eligible Flight shall not be unreasonably withheld or delayed. If HA does not receive a reply from JAL within Confidential Material - Rule 12 Treatment B of transmitting the manual request for Accrual Miles, such Accrual Miles shall be automatically posted to the HawaiianMiles Members account and JAL will be billed and responsible for payment of such Accrual Miles.

4a.6 Transfer or Combining Mileage/Points. HawaiianMiles Accrual in a HawaiianMiles Member's HawaiianMiles Account may not be transferred to, or combined with, a Mileage Bank Member's Mileage Bank Account nor may Accrual Miles accrued in any Mileage Bank Member's Mileage Bank Account at any time be transferred or combined with a HawaiianMiles Member's HawaiianMiles Account, except in cases where JAL and HA agree jointly that such transfer, or combining of miles, would be in the best interest of the customer and both Parties.

4a.7 Ticketing. Pursuant to ticketing instructions issued by HA and approved in advance by JAL (which approval may not be unreasonably withheld or delayed), HA or HA's duly

appointed agents or authorized agents, if applicable, will ticket Award Travel on HA's ticket stock in accordance with HA's ticketing rules.

4a.8 Changes to Program. HA has the absolute right in its sole discretion to determine, establish, or change the HawaiianMiles Program Rules, other award travel under the HawaiianMiles Program, and any other procedures or guidelines governing or relating to the HawaiianMiles Program, HawaiianMiles Participants and special offers at any time without liability, compensation or additional obligation of any kind to JAL, including liability or obligation under Section 11. Accordingly, HA may, in its sole discretion, initiate changes in the HawaiianMiles Program or the HawaiianMiles Program Rules, including changes to the rules governing: (i) HawaiianMiles Participant affiliations; (ii) the earning or accrual of HawaiianMiles Miles; (iii) the number of HawaiianMiles Miles necessary to qualify for, and the rules for use of, HawaiianMiles Awards; (iv) the continued availability of HawaiianMiles Awards; (v) blackout dates on HA; (vi) limited seating for award travel on HA; and (vii) the features of special offers.

4b Mileage Bank Program Administration

4b.1 Check-in Procedures. To assure minimum inconvenience to Mileage Bank Members, forthwith upon execution of this Agreement, HA will establish and maintain procedures whereby Mileage Bank Members need only provide a valid Mileage Bank Account number to a HA reservation agent at time of reservation or to a check-in agent at check-in for a HA Eligible Flight in order to earn Accrual Miles. HA will not require Mileage Bank Members to carry or fill out coupons, stickers, or other documentation to receive Accrual Miles.

4b.2 Membership in Mileage Bank Program. Mileage Bank Members shall be enrolled in the Mileage Bank Program in accordance with JAL's standard procedures as they currently exist or as modified from time to time. No Mileage Bank Member shall earn Accrual Miles for a HA Eligible Flight until a Mileage Bank Account number has been assigned to the Mileage Bank Member by JAL.

4b.3 Administration By JAL. All Mileage Bank Program Rules shall apply to HA's participation in the Mileage Bank Program. Administration of the Mileage Bank Program shall be performed by JAL in accordance with the Mileage Bank Program Rules, which means that JAL will issue all JAL Award Tickets, Mileage Bank Summaries and other Mileage Bank Program applicable materials (such as the handbook and application form) in accordance with its procedures (as currently established or as modified by JAL in the future) and at its sole expense. HA will refer inquiries or complaints addressed to HA regarding the Mileage Bank Program, HA's participation in the Mileage Bank Program and related record keeping to JAL's Mileage Bank Customer Service Department, which will be responsible for resolving such complaints. JAL will refer inquiries or complaints addressed to it regarding service or product issues relating to specific travel on HA to HA, which is responsible for responding to either JAL or the Mileage Bank Member regarding such complaints. Inquiries or complaints addressed to JAL or HA regarding specific travel scheduled on HA using an Award Ticket shall be addressed through the cooperation of both Parties. HA may not use its own records to respond directly to Mileage Bank Member inquiries regarding the Mileage Bank Program, unless specifically agreed by JAL.

4b.4 HA Customer Service. HA will designate customer service individuals in Tokyo,

Japan; and Honolulu to be available at HA's sole expense during normal business hours on normal business days, to assist JAL's Mileage Bank Customer Service and Reservation Sales Departments in resolving Mileage Bank Member complaints. For the purposes of this Section 4b.4, "normal business days" means any day other than a Saturday, Sunday, or other day on which banking institutions in such city are required by law, regulation, executive order, or common custom to be closed. This designated customer service group will be staffed and supported by IIA and delegated the appropriate authority so that HA may effectively address Mileage Bank Members' complaints and customer service issues relating to HA, especially concerning Award Travel. With respect to any customer dispute: (i) JAL does not have authority to make any monetary commitment on behalf of HA to compromise or settle any dispute involving HA without the prior written consent of HA in each instance, although HA must cooperate with JAL to resolve any such dispute and must not unreasonably withhold or delay consent to settlement; and (ii) HA does not have the authority to make any monetary commitment on behalf of JAL or settle any dispute involving JAL without JAL's prior written consent.

4b.5 Accrual Miles Credit. HA will be responsible for documenting qualifying Revenue Travel and incorporating that information into the HA Report. HA acknowledges that JAL will rely on the accuracy of the HA Report submitted by HA to invoice HA for Accrual Miles and to post Accrual Miles to a Mileage Bank Member's Mileage Bank Account, subject to any adjustments provided for in the balance of this paragraph and in Section 5 below. A Mileage Bank Member with a valid Mileage Bank Account number at the time of Revenue Travel who does not receive Accrual Miles for such travel may write to JAL to receive Accrual Miles credit for such flight if the Mileage Bank Member applies to JAL within twelve (12) months after the conclusion of the flight and submits a valid ticket, ticket receipt (or itinerary and receipt in the case of electronic ticketing) and boarding pass to JAL. JAL will credit the Mileage Bank Member's Mileage Bank Account with the corresponding Accrual Miles and bill HA for such Accrual Miles in accordance with Section 8. JAL will not deduct Accrual Miles from a Mileage Bank Member's Mileage Bank Account once the miles have been posted, except in cases of abuse or fraud as described in, or otherwise non-compliance in any respect with, the Mileage Bank Program Rules. JAL will not credit requests for Accrual Miles for flights which are not HA Eligible Flights. JAL and HA agree to cooperate, and to establish procedures, to ensure that Mileage Bank Members shall not claim Accrual Miles or mileage credit for the same qualifying travel in more than one of the Mileage Bank Program, HawaiianMiles Program or any other Frequent Flyer Program in which JAL or HA participates. Notwithstanding the preceding sentence, JAL will promptly notify HA of any manual requests for Accrual Miles by a Mileage Bank Member traveling on a HA Eligible Flight, and agrees not to award such requested Accrual Miles to such Mileage Bank Member until HA has notified JAL that mileage has not already been accrued for such HA Eligible Flight in the HawaiianMiles Program. HA's notification on whether mileage has already been accrued for such HA Eligible Flight shall not be unreasonably withheld or delayed. If JAL does not receive a reply from HA within Confidential Material - Rule 12 Treatment of transmitting the manual request for Accrual Miles, such Accrual Miles shall be automatically posted to the Mileage Bank Members account and HA will be billed and responsible for payment of such Accrual Miles.

4b.6 Transfer or Combining Mileage/Points. As contemplated by Section 4a.6, HawaiianMiles Accrual in a HawaiianMiles Member's HawaiianMiles Account may not be

transferred to, or combined with, a Mileage Bank Member's Mileage Bank Account nor may Accrual Miles accrued in any Mileage Bank Member's Mileage Bank Account at any time be transferred or combined with a HawaiianMiles Member's HawaiianMiles Account, except in cases where JAL and HA agree jointly that such transfer, or combining of miles, would be in the best interest of the customer and both Parties.4b.7 Ticketing. Pursuant to ticketing instructions issued by JAL and approved in advance by HA (which approval may not be unreasonably withheld or delayed), JAL or JAL's duly appointed agents or authorized agents, if applicable, will ticket Award Travel on JAL's ticket stock in accordance with JAL's ticketing rules.

4b.8 Changes to Program. JAL has the absolute right in its sole discretion to determine, establish, or change the Mileage Bank Program Rules, other award travel under the Mileage Bank Program, and any other procedures or guidelines governing or relating to the Mileage Bank Program, Mileage Bank Participants and special offers at any time without liability, compensation or additional obligation of any kind to HA, including liability or obligation under Section 11. Accordingly, JAL may, in its sole discretion, initiate changes in the Mileage Bank Program or the Mileage Bank Program Rules, including changes to the rules governing: (i) Mileage Bank Participant affiliations; (ii) the earning or accrual of Mileage Bank Miles; (iii) the number of Mileage Bank Miles necessary to qualify for, and the rules for use of, Mileage Bank Awards; (iv) the continued availability of Mileage Bank Awards; (v) blackout dates on JAL; (vi) limited seating for award travel on JAL; and (vii) the features of special offers.

5 Reporting

5.1a HA Reporting. HA will provide JAL with the HA Report, containing the information specified in Attachment D for each weekly period and transmitted to JAL in accordance with Attachment D. The HA Report shall be received by JAL no later than the Tuesday following the last day of the prior week, and must include all data through the end of such reporting period. HA acknowledges that all data contained in the HA Report may be merged with other information contained in the Mileage Bank Member database maintained by JAL, which database is the exclusive property of JAL.

5.1b JAL Reporting. JAL will provide HA with the JAL Report, containing the information specified in Attachment D for each weekly period and transmitted to HA in accordance with Attachment D. The JAL Report shall be received by HA no later than the Tuesday following the last day of the prior week, and must include all data through the end of such reporting period. JAL acknowledges that all data contained in the JAL Report may be merged with other information contained in the Mileage Bank Member database maintained by HA, which database is the exclusive property of HA.

5.2a HA Reporting. HA will provide JAL with the following reports on a monthly basis for JAL's use solely in administering this Agreement:

5.2a.1 Detail and summary of total Accrual Miles posted by HA in a given calendar month for Revenue Travel and any prior Revenue Travel not previously credited to but submitted by a HawaiianMiles Member and eligible for Accrual Miles credit, if any.

5.2a.2 Detail and summary of total number of HawaiianMiles Award Tickets uplifted by JAL for Award Travel on JAL net of any reinstated or exchanged HawaiianMiles Award Tickets for Award Travel on JAL during a given calendar month, categorized by each award code and for each such HawaiianMiles Award Tickets the corresponding payment amounts as set out in Attachment C.

HA will deliver these reports no later than the end of the month following the calendar month to which the reports apply.

5.2b JAL Reporting. JAL will provide HA with the following reports on a monthly basis for HA's use solely in administering this Agreement:

5.2b.1 Detail and summary of total Accrual Miles posted by JAL in a given calendar month for Revenue Travel and any prior Revenue Travel not previously credited to but submitted by a Mileage Bank Member and eligible for Accrual Miles credit, if any.

5.2b.2 Detail and summary of total number of JAL Award Tickets uplifted by HA for Award Travel on HA net of any reinstated or exchanged JAL Award Tickets for Award Travel on HA during a given calendar month, categorized by each award code and for each such JAL Award Tickets the corresponding payment amounts as set out in Attachment C.

JAL will deliver these reports no later than the end of the month following the calendar month to which the reports apply.

5.3 Reporting Procedures. All data exchanged by the Parties shall be subject to the procedures outlined in Attachment D, which may be modified upon written agreement of the Parties.

5.4 Additional Reporting. Neither HA nor JAL is required to provide additional reports, but each Party will consider any request by the other Party for such reports, and will determine, in its sole discretion, whether to honor such request.

5.5 Audit Rights. Each Party will keep complete and accurate books, records and accounts relating to this Agreement and the amounts to be paid to the other Party under this Agreement. Such books, records and accounts shall be maintained in accordance with generally accepted accounting principles prevailing in its own jurisdiction, or their applicable equivalents in other jurisdictions, and shall be kept by each Party for at least two (2) years following the end of the calendar quarter to which they pertain. In order to audit properly the reports delivered under this Section 5, and to otherwise verify compliance with this Agreement, HA and JAL will each provide the other Party (and its authorized representatives) with reasonable access during normal business hours to the information used in deriving, and contained in, such reports. A Party's representatives participating in such audit shall be obligated to treat as confidential, in accordance with the terms and conditions of this Agreement, all information disclosed to them or discovered during such audits (which confidentiality obligation survives the termination of this Agreement). Any audit performed under this Section 5.5 is at the auditing Party's expense, unless a payment error favoring the auditing Party (and not caused by the auditing Party) exceeding ^{Confidential Material - Rule 12} (or its equivalent in any other currency) is discovered in the course of the audit, in which event the costs

relating to the audit shall be borne by the audited Party. It is understood that any underpayment shall be deemed to have become due and payable when the relevant payment was due and payable.

6 Confidentiality

6.1 Confidential Information. For purposes of this Agreement, “Confidential Information” means any and all: (i) trade secrets; (ii) confidential or other proprietary information of a Party or its Affiliates concerning past, present or future research, development, business activities or affairs, finances, properties, methods of operation, processes and systems; (iii) customer lists; (iv) other customer information; or (v) computer procedures and access codes disclosed (including passenger name record or “PNR” data) in connection with this Agreement, whether the foregoing is oral or written in form or contained in any magnetic, electronic or other media.

HA expressly acknowledges that JAL’s Confidential Information also includes all procedures regarding the Mileage Bank Program and the names, addresses, Mileage Bank Account numbers and other information regarding any Mileage Bank Member disclosed by JAL to HA under this Agreement, whether or not marked as confidential.

JAL expressly acknowledges that HA’s Confidential Information also includes all procedures regarding the HawaiianMiles Program and the names, addresses, HawaiianMiles Account numbers and other information regarding any HawaiianMiles Member disclosed by IIA to JAL under this Agreement, whether or not marked as confidential.

Each Party expressly acknowledges that any books, records, accounts or other information of a Party reviewed, received or disclosed in connection with an audit under Section 5.5 constitute Confidential Information of the audited Party whether or not marked as confidential. The Parties further expressly acknowledge that the terms and conditions of this Agreement (other than information which is necessary and customarily publicized in order to make Mileage Bank Members aware of the opportunity to accrue Mileage Bank Miles, or HawaiianMiles Members aware of the opportunity to accrue HawaiianMiles Miles) and any reports, invoices, or other communications between JAL and HA or in connection with this Agreement (excluding (i) names, addresses, Mileage Bank Account numbers and other information relating to specific Mileage Bank Members that constitute Confidential Information of JAL and (ii) names, addresses, HawaiianMiles Account numbers and other information relating to specific HawaiianMiles Members that constitute Confidential Information of HA) are Confidential Information of both Parties, whether or not marked as confidential. Moreover, the information of either Party which would otherwise be considered Confidential Information is not considered Confidential Information if such information is in the public domain, is placed in the public domain through no violation of this Agreement, or is lawfully obtained from another source free of restriction.

6.2 Use of Confidential Information. Except as permitted below, neither Party may sell, transfer, publish, disclose, display or otherwise make available the Confidential Information of the other Party to any third party or Affiliate of the Party so restricted, except as may be required by Applicable Law (including requirement by oral questions, interrogatories, subpoenas, civil investigative demands or similar processes), in which case the Party from

whom disclosure is sought will promptly notify the other Party. In addition, neither Party may disclose the Confidential Information received by any of its directors, officers, employees, Affiliates, or professional advisors (collectively, "Representatives"), except on a need-to-know basis for the purposes of implementing and administering this Agreement. Moreover, before any such disclosure, the Party will inform all such Representatives of the confidential nature of the information, and that it is subject to this non-disclosure obligation, and will further instruct such Representatives to treat such information confidentially. JAL and HA each agrees to be responsible for any breach of this Section 6 by their respective Representatives. Neither Party may use the Confidential Information of the other Party for any purpose other than as expressly provided in this Agreement.

6.3 Use of Confidential Information Following Termination. Upon termination of this Agreement for any reason, each Party will, within ninety (90) days of such termination, deliver to the other Party or destroy all of the other Party's Confidential Information (including all copies, other than copies of this Agreement) then in its possession and purge all copies encoded or stored on magnetic or other electronic media or processors, unless and only to the extent that the Confidential Information is reasonably necessary for the continued administration and operation of their respective programs or is reasonably necessary in connection with the resolution of any disputes that have arisen under this Agreement. Confidential Information not purged or destroyed under the preceding exception shall be purged or destroyed as soon as it is no longer reasonably necessary for continued administration of resolution of disputes.

6.4 No Adequate Remedy. Each Party acknowledges that the Party disclosing Confidential Information will have no adequate remedy at law if there is a breach or threatened breach of this Section 6 and, accordingly, that the disclosing Party will be entitled to an injunction against the other Party or its Representatives or other equitable, or preventative relief available under Applicable law in respect of the breach or threatened breach. The foregoing shall be without prejudice to the right of the disclosing Party to pursue any other legal or equitable remedies that are available to it, including the recovery of damages.

6.5 Survival. The restrictions and obligations of a Party receiving Confidential Information and the rights of a disclosing Party under this Section 6 will survive the termination of this Agreement for a period of Confidential Material - Rule 12 Treaties.

7a HA Promotional Activities and Advertising

7a.1 Materials. HA will, from time to time, promote JAL's participation in the HawaiianMiles Program in the applicable materials of HawaiianMiles to HawaiianMiles Members. The foregoing promotion references shall be at no additional cost to JAL. Except as provided in Section 7a.6 below, the content of the applicable materials of HawaiianMiles shall be determined solely by HA.

7a.2 [Intentionally omitted]

7a.3 Announcements. HA will identify JAL as HawaiianMiles Participant in all applicable HawaiianMiles Program announcements that list all HawaiianMiles Participants as soon as practicable following the execution of this Agreement.

7a.4 Special Offers. JAL may request to conduct a special offer or promotion to HawaiianMiles Members and HA has the right, but not the obligation, to approve the special offer in its requested form or limit the offer or its duration. HA will review and approve or disapprove such offers within ten (10) Business Days after receipt from JAL, and if requested by JAL, HA will use reasonable efforts to approve or disapprove offers on an expedited basis. All special offers made by JAL through any HawaiianMiles Program promotional material, including articles in the applicable materials of HawaiianMiles, shall enable HawaiianMiles Members to earn Accrual Miles or claim Award Travel as a part of such offer or promotion and shall have the HawaiianMiles logo prominently displayed.

7a.5 Cancellation. HA has the right to limit, delay or cancel any HawaiianMiles Program materials, e-mailings or mailings at any time, without liability or compensation to JAL, notwithstanding anything to the contrary in this Agreement.

7a.6 Direct E-mail. JAL may, from time to time and at its sole expense, create, produce and request HA to distribute, direct e-mail related to special HawaiianMiles Program offers subject to the terms of this Section 7a.6. HA will, upon JAL's request and at JAL's sole expense, use commercially reasonable efforts (but will not be obligated) to distribute such direct e-mail to the HawaiianMiles Members using criteria provided by JAL. All such direct e-mailings and their contents shall be subject to: (i) HA's prior written consent and approval; (ii) the terms of this Agreement; (iii) reasonable guidelines established by HA; and (iv) HA's prior written approval of the e-mailing vendor. All e-mailings must take place via HawaiianMiles Program. HA, as the Frequent Flyer Program host, shall be identified and mentioned in the contents as the sender of the e-mailing.

7a.7 Prior Approval - HA. JAL will always submit to HA, and HA will have the right to review and approve or disapprove, prior to publication, the portion of any and all art work, copy, advertising, promotional materials, direct mail, e-mail, press releases, newsletters or other communications, or any other publicity published or distributed by JAL (or at its direction or authorization) that references this Agreement, the HawaiianMiles Program, HA (or any of its Affiliates) or any other information sent to HawaiianMiles Members or uses any trademark, service mark or trade name of HA or any of its Affiliates in a direct e-mailing under Section 7a.6. HA will review and approve or disapprove such publicity materials within fifteen (15) Business Days after receipt from JAL, and if requested by JAL, from time to time under unusual circumstances, will use commercially reasonable efforts to approve or disapprove materials on an expedited basis. JAL acknowledges that all trademarks, service marks, or trade names of HA or any of its Affiliates, including the trademark "HawaiianMiles", shall remain the sole property of HA or its Affiliates.

7a.8 Prior Approval - JAL. HA will always submit to JAL, and JAL will have the right to review and approve or disapprove, prior to publication, the portion of any and all art work, copy, advertising, promotional materials, direct mail, e-mail, press releases, newsletters or other communications, or any other publicity published or distributed by HA (or at its direction or authorization) that specifically references this Agreement or JAL (or any of its Affiliates), or uses any trademark, service mark or trade name of JAL or any of its Affiliates. Notwithstanding the preceding sentence, HA will not be required to submit for prior approval to JAL any material which lists JAL, without the use of any JAL's trademarks or service marks, as a participant in the HawaiianMiles Program. JAL will review and approve or

disapprove such publicity materials within fifteen (15) Business Days after receipt from HA, and if requested by HA, from time to time under unusual circumstances, will use commercially reasonable efforts to approve or disapprove such publicity materials on an expedited basis. HA acknowledges that all trademarks, service marks, or trade names of JAL or any of its Affiliates shall remain the sole property of JAL or its Affiliates.

7b JAL Promotional Activities and Advertising

7b.1 Materials. JAL will, from time to time, promote HA's participation in the Mileage Bank Program in the applicable materials of Mileage Bank to Mileage Bank Members. The foregoing promotion references shall be at no additional cost to HA. Except as provided in Section 7b.6 above, the content of the applicable materials of Mileage Bank shall be determined solely by JAL.

7b.2 Logos and Service Marks. Neither Party hereto shall use any of the other Party's names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property, including without limitation the names "JAL" "Mileage Bank" "Hawaiian Airlines", "Hawaiian", "HawaiianMiles", in any marketing, advertising or promotional collateral, including without limitation credit card and telecom solicitations, except where each specific use has been approved in advance by the other Party. When such approval is granted, either Party shall comply with any and all conditions that the other Party may impose to protect the use of any of that Party's names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property. Except as expressly provided herein, (i) no right, property, license, permission or interest of any kind in the use of any name, logo, logotype, insignia, service mark, trademark, trade name, copyright, corporate goodwill or other proprietary intellectual property owned by JAL or its Affiliates is intended to be given to or acquired by HA, its agents, servants or other employees by the execution or performance of this Agreement and (ii) no right, property, license, permission or interest of any kind in the use of any name, logo, logotype, insignia, service mark, trademark, trade name, copyright, corporate goodwill or other proprietary intellectual property owned by HA or its Affiliates is intended to be given to or acquired by JAL, its agents, servants or other employees by the execution or performance of this Agreement.

7b.3 Announcements. JAL will identify HA as Mileage Bank Participant in all applicable Mileage Bank Program announcements that list all Mileage Bank Participants as soon as practicable following the execution of this Agreement.

7b.4 Special Offers. HA may request to conduct a special offer or promotion to Mileage Bank Members and JAL has the right, but not the obligation, to approve the special offer in its requested form or limit the offer or its duration. JAL will review and approve or disapprove such offers within ten (10) Business Days after receipt from HA, and if requested by HA, JAL will use reasonable efforts to approve or disapprove offers on an expedited basis. All special offers made by HA through any Mileage Bank Program promotional material, including articles in the applicable materials of Mileage Bank Program, shall enable Mileage Bank Members to earn Accrual Miles or claim Award Travel as a part of such offer or promotion and shall have the Mileage Bank logo prominently displayed.

7b.5 Cancellation. JAL has the right to limit, delay or cancel any Mileage Bank Program

materials or mailings at any time, without liability or compensation to HA, notwithstanding anything to the contrary in this Agreement.

7b.6 Direct E-Mail. HA may, from time to time and at its sole expense, create, produce and request JAL to distribute, direct e-mail related to special Mileage Bank Program offers subject to the terms of this Section 7b.6. JAL will, upon HA's request and at HA's sole expense, use commercially reasonable efforts (but will not be obligated) to distribute such direct e-mail to the Mileage Bank Members using criteria provided by HA. All such direct e-mailings and their contents shall be subject to: (i) JAL's prior written consent and approval; (ii) the terms of this Agreement; (iii) reasonable guidelines established by JAL; and (iv) JAL's prior written approval of the e-mailing vendor. All e-mailings must take place via Mileage Bank Program. JAL, as the Frequent Flyer Program host, shall be identified and mentioned in the contents as the sender of the e-mailing.

7b.7 Prior Approval - JAL. HA will always submit to JAL, and JAL will have the right to review and approve or disapprove, prior to publication, the portion of any and all art work, copy, advertising, promotional materials, direct mail, e-mail, press releases, newsletters or other communications, or any other publicity published or distributed by HA (or at its direction or authorization) that references this Agreement, the Mileage Bank Program, JAL (or any of its Affiliates) or any other information sent to Mileage Bank Members or uses any trademark, service mark or trade name of JAL or any of its Affiliates in a direct e-mailing under Section 7b.6. JAL will review and approve or disapprove such publicity materials within fifteen (15) Business Days after receipt from HA, and if requested by HA, from time to time under unusual circumstances, will use commercially reasonable efforts to approve or disapprove materials on an expedited basis. HA acknowledges that all trademarks, service marks, or trade names of JAL or any of its Affiliates, including the trademark "Mileage Bank", shall remain the sole property of JAL or its Affiliates.

7b.8 Prior Approval - HA. JAL will always submit to HA, and HA will have the right to review and approve or disapprove, prior to publication, the portion of any and all art work, copy, advertising, promotional materials, direct mail, e-mail, press releases, newsletters or other communications, or any other publicity published or distributed by JAL (or at its direction or authorization) that specifically references this Agreement or HA (or any of its Affiliates), or uses any trademark, service mark or trade name of HA or any of its Affiliates. Notwithstanding the preceding sentence, JAL will not be required to submit for prior approval to HA any material which lists HA, without the use of any HA's trademarks or service marks, as a participant in the Mileage Bank Program. HA will review and approve or disapprove such publicity materials within fifteen (15) Business Days after receipt from JAL, and if requested by JAL, from time to time under unusual circumstances, will use commercially reasonable efforts to approve or disapprove such publicity materials on an expedited basis. JAL acknowledges that all trademarks, service marks, or trade names of HA or any of its Affiliates shall remain the sole property of HA or its Affiliates.

8a Charges for HawaiianMiles

JAL and HA will each pay to the other the fees and charges set forth below:

8a.1 Fees Payable to HA. Confidential Material - Rule 12 Treatment Requested

Confidential
Material - Rule 12
Treatment
Requested

8a.2 Fees Payable to JAL. Confidential Material - Rule 12 Treatment Requested

Confidential Material - Rule 12 Treatment Requested

Confidential Material - Rule 12 Treatment Requested

8a.3 Payments

8a.3.1 The amount that JAL owes HA for Accrual Miles and the amount that HA owes JAL for HawaiianMiles Award Tickets on JAL in respect of any given calendar month will not be set off based on the corresponding invoice issued by HA. The Party which owes an amount to the other Party will pay such amount within ^{Confidential M} after receipt of the relevant debit or credit invoice. No set off shall be permitted.

8a.3.2 If HA has not invoiced JAL within ^{Confidential Material - Rule 12 Treatment Re} following the last day of any monthly billing period, then JAL will not be responsible for paying amounts owed for that monthly period; unless the Parties have agreed in writing within ^{Confidential M} ^{Confidential Material - R} after the last day of the monthly billing period to extend the ^{Confidential Material - Rule 12 Tr} period for issuance of the relevant invoice.

8a.3.3 JAL may not reduce or set off any amount payable to HA under this Agreement as described in Sections 8a.3.1 and will obtain HA's prior written approval before making any adjustments, reductions or offsets with respect to any

payments under this Agreement.

8a.3.4 If a Party shall fail in paying any amount due and payable under this Agreement, such Party shall pay default interest to be accrued on such amount at the rate of ^{Confidential Material - Rule 12 Treatment Requested} per annum until such amount is paid in full.

8a.4 Data Processing. Except as expressly provided otherwise in this Agreement, each Party will bear its own data processing costs associated with JAL's participation in the HawaiianMiles Program and the administration of the transactions contemplated in this Agreement.

8b Charges for Mileage Bank

HA and JAL will each pay to the other the fees and charges set forth below:

8b.1 Fees Payable to JAL. Confidential Material - Rule 12 Treatment Requested

8b.2 Fees Payable to HA. Confidential Material - Rule 12 Treatment Requested

Confidential Material - Rule 12 Treatment Requested

8b.3 Payments

8b.3.1 The amount that HA owes JAL for Accrual Miles and the amount that JAL owes HA for Mileage Bank Award Tickets on HA in respect of any given calendar month will not be set off based on the corresponding invoice issued by JAL. The Party which owes an amount to the other Party will pay such amount within ^{Confidential Material - Rule 12 Treatment Requested} after receipt of the relevant debit or credit invoice. No set off shall be permitted.

8b.3.2 If JAL has not invoiced HA within ^{Confidential Material - Rule 12 Treatment Re} following the last day of any monthly billing period, then HA will not be responsible for paying amounts owed for that monthly period; unless the Parties have agreed in writing within ^{Confidential M} after the last day of the monthly billing period to extend the ^{Confidential Material - Rule 12 Tr} period for issuance of the relevant invoice.

8b.3.3 HA may not reduce or set off any amount payable to JAL under this Agreement as described in Sections 8b.3.1 and will obtain JAL's prior written approval before making any adjustments, reductions or offsets with respect to any payments under this Agreement.

8b.3.4 If a Party shall fail in paying any amount due and payable under this Agreement, such Party shall pay default interest to be accrued on such amount at the ^{Confidential Material - Rule 12 Treatment Requested} rate per annum until such amount is paid in full.

8b.4 Data Processing. Except as expressly provided otherwise in this Agreement, each Party will bear its own data processing costs associated with HA's participation in the Mileage Bank Program and the administration of the transactions contemplated in this Agreement.

8c General Provisions for Charges.

8c.1 Payment Methods. All payments under this Agreement should be calculated in Japanese Yen and any amounts made to and settled through the IATA Clearing House should be in USD, or such other method mutually agreed upon by Hawaiian and JAL no later than ^{Confidential Material - Rule 12 Treatment R} following the date of the invoice.

8c.2 Taxes .

8c.2.1 With regard to providing Award Tickets to passengers, HA and JAL agree that the ticketed or traveling passenger using an Award Ticket shall be responsible for the payment of Ticket Taxes (and if applicable, Taxes arising from income attributable to the passenger for Award Travel). All Ticket Taxes shall be shown on each Award Ticket issued.

HA will collect Ticket Taxes applicable to HA Award Tickets issued or deemed issued and will directly remit Ticket Taxes to the Competent Authorities which are due and payable upon the sale or issuance of a ticket and will remit to JAL all other Ticket Taxes for remittance by the emplaning airline either through (i) direct remittance or (ii) based upon actual travel taken and the payment thereof settled through the customary interline billing process as Award Ticket coupons are cleared.

JAL will collect Ticket Taxes applicable to JAL Award Tickets issued or deemed issued and will directly remit Ticket Taxes to the Competent Authorities which are due and payable upon the sale or issuance of a ticket and will remit to HA all other Ticket Taxes for remittance by the emplaning airline either through (i) direct remittance or (ii) based upon actual travel taken and the payment thereof settled through the customary interline billing process as Award Ticket coupons are cleared.

Each Party shall remain solely responsible for its own Taxes measured on net income.

8c.2.2 In the event that any Competent Authority seeks to impose, assess or levy

any Taxes, other than Ticket Taxes and Taxes as provided in Section 8c.2.1, on any payments made by either Party, the Party ultimately liable, not the Party required to collect such Taxes, will be responsible for such Taxes, either through indemnification as a “11.1 or 11.2 Claim” (as defined in Section 11) or direct payment to the Competent Authority imposing such Taxes. The Parties acknowledge that the Competent Authorities of their respective countries may require income Taxes arising from income earned by a Party under this Agreement be withheld from payments that either Party or its agent (“Payor”) may be obligated to pay to the other Party (“Payee”), and that insofar as the Payor may be obligated to withhold such income Taxes according to the requirements of such Competent Authorities, the Payor shall be entitled to do so, and consequently the payments to the Payee shall be net of such income Taxes. The Party required to withhold such income Taxes shall notify the other Party in writing for the Competent Authority’s intent to impose, assess or levy any such income Taxes (and shall notify within thirty (30) days after obtaining knowledge of such Competent Authority’s intent); provided, however, that the failure to so notify the other Party shall not relieve a Party of its obligations hereunder.

8c.2.3 As applicable, JAL shall issue and forward to HA a valid completed and duly executed U.S. Federal Form W-8ECI (Certificate of Foreign Person’s Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States) or such other form as may be required for any payments made by IIA arising out of this Agreement. As applicable, HA shall issue and forward to JAL a valid completed and duly executed U.S. Federal Form W-8ECI (Certificate of Foreign Person’s Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States) or such other form as may be required for any payments made by JAL arising out of this Agreement.

8c.2.4 In the event a Payor is obligated to withhold income Taxes as provided in Section 8c.2.2, such Payor shall provide the Payee, within sixty (60) days from the date such Taxes are paid to the Competent Authority, all official receipts and copies of cancelled checks for all such withholdings and remittances made to the appropriate Competent Authority on any payments made by the withholding party arising from this Agreement.

8c.2.5 Each Party shall provide the other with such cooperation as such other Party may reasonably require in minimizing Taxes, including Ticket Taxes, incurred in connection with this Agreement.

8c.2.6 Except as the context requires or as otherwise stated herein, all references to payments made in this Agreement shall be references to such payments exclusive of Value Added Tax chargeable in respect of the supply of goods or services for which the payment is made, or consideration is deemed to be made, such Value Added Tax shall be added to the amount thereof and against the provision of a proper tax invoice therefor paid in addition thereto.

8c.2.7 Without prejudice to the generality of the preceding Section 8c.2.6, where any supply of goods or services is made or is deemed to be made pursuant to this Agreement, the recipient of such supply shall, against provision of a proper tax invoice, pay to the supplier the amount of any Value Added Tax chargeable in respect

thereof.

8c.2.8 Pursuant to this Agreement, when reimbursement of the Payee is required for any expenditure which the Payee has incurred, the sum reimbursed shall not include the amount of any Value Added Tax comprised in that expenditure to the extent that the Payee is able to recover such Value Added Tax as an input tax credit under any applicable law or regulation.

8c.2.9 Each Party will be entitled to any refunds of Taxes for which it has paid. The Parties will cooperate with each other to permit either Party to take all necessary steps to claim any such refund. Any such refund received by the Party not having paid the Taxes after the termination of this Agreement shall be paid to the other Party within thirty (30) days after its receipt.

9 Term of Agreement

9.1 Term. This Agreement will commence on 01 October, 2018 (the “Effective Date”).

9.1.1 The term of this Agreement, unless earlier terminated as provided in this Section 9.1.1, shall continue until either Party gives the other Party at least ^{Confidential Material - Rule 12 Treatment Requested} written notice of termination; provided, however, that such termination cannot take effect prior to the ^{Confidential Material - Rule 12 Treatment Requested} of the Effective Date, with the termination to take effect at the end of the IATA season in effect at the end of the ^{Confidential Material - Rule 12 Treatment Requested} notice period, and further provided that if the Parties: (x) receive U.S. and Japanese approval of and antitrust immunity for the Joint Venture Agreement, and (y) implement the Joint Venture Agreement, the termination contemplated by this Section 9.1.1 cannot take effect prior to the ^{Confidential Material - Rule 12 Treatment Requested} of the Implementation Date. Such termination at the expiration of the ^{Confidential Material - Rule 12 Treatment Requested} term or any such time thereafter may be made for convenience. For avoidance of doubt, such notice may be given prior to the expiration of the ^{Confidential Material - Rule 12 Treatment Requested} term provided such termination will not take effect until the later of the expiration of the ^{Confidential Material - Rule 12 Treatment Requested} term or the date on which the termination would otherwise be effective pursuant to the first sentence of this Section 9.1..

9.1.2 Upon termination of the Commercial Cooperation Agreement becoming effective, either Party may terminate this Agreement with immediate effect, provided that such termination must be exercised by a Party within ^{Confidential Material - Rule 12 Treatment Requested} of the termination of the Commercial Cooperation Agreement becoming effective.

9.1.3 The Agreement may be terminated or canceled at any time during the term hereof by the mutual written consent of the Parties.

9.2a Public Notice. All required notices to the general public and Mileage Bank Members in respect of the termination of HA's participation in the Mileage Bank Program shall be the sole responsibility of JAL and shall be undertaken at JAL's sole expense.

9.2b Public Notice. All required notices to the general public and Hawaiian Miles Members in respect of the termination of JAL's participation in the Hawaiian Miles Program shall be the sole responsibility of HA and shall be undertaken at HA's sole expense.

9.3 Effect of Termination

Beginning on the effective date of the termination (“the “Termination Date”)::

9.3.1 Neither HA nor JAL will provide HawaiianMiles Members Accrual Miles for travel on JAL Eligible Flights occurring on or after such Termination;

9.3.2 HA will not issue Award Tickets for Award Travel, except as based on the requests of HawaiianMiles Members made before the Termination and processed after such date;

9.3.3 IIA may reinstate Redeemed Miles for unexpired and unused Award Tickets tendered by HawaiianMiles Members for reinstatement and obtain a credit for the corresponding amount payable to JAL under Section 3a.8; and

9.3.4 JAL will honor any Award Ticket for Award Travel issued by IIA in accordance with this Agreement for a period of one (1) year from the date of issuance of such document.

9.3.5 Neither JAL nor HA will provide Mileage Bank Members Accrual Miles for travel on HA Eligible Flights occurring on or after such Termination Date;

9.3.6 JAL will not issue Award Tickets for Award Travel, except as based on the requests of Mileage Bank Members made before the Termination Date and processed after such date;

9.3.7 JAL may reinstate Redeemed Miles for unexpired and unused Award Tickets tendered by Mileage Bank Members for reinstatement and obtain a credit for the corresponding amount payable to HA under Section 3b.8; and

9.3.8 HA will honor any Award Ticket for Award Travel issued by JAL in accordance with this Agreement for a period of one (1) year from the date of issuance of such document.

In the event of termination under Section 9.1, 9.5a or 9.5b (with the exception of partial termination) or 30, all debts accrued between the Parties under this Agreement through the date of termination shall become immediately due, and all debts accruing after the termination date shall be immediately due as such obligations arise.

9.4 Survival. Without limiting the effectiveness of any other section that is expressly made to survive the termination of this Agreement, Sections 3, 5.1 through 5.3, 5.5, 6 and 8 shall survive the termination of this Agreement and remain in effect following the effective date of termination of this Agreement for a period of ^{Confidential Material - Rule 12 Treatment} (or such shorter period as may be mutually agreed by the Parties) to permit final reconciliation of the obligations and accrued transactions under this Agreement.

9.5a Termination of HawaiianMiles Program. JL acknowledges that, notwithstanding any other provisions of this Agreement, HA has the right to terminate the HawaiianMiles Program: (i) completely; or (ii) partially with respect to a geographic region, for any reason and in HA's sole discretion, by giving at least ^{Confidential Material - Rule 12 Treatment Req} prior written notice to JAL. In the event HA gives such notice of termination to JAL, this Agreement shall terminate either completely in accordance with this Section 9 or partially (for the same geographic region) effective upon the termination of the HawaiianMiles Program, and in either event without any liability of IIA to JAL. Upon receipt from HA of notice of termination under this Section 9.5a JAL will have the option, exercisable for ^{Confidential Material - Rule 12 Treatment Reques}, to terminate the this

Agreement completely, or with respect to the same geographic region in the case of a partial termination by HA, by giving at least ^{Confidential Material - Rule 12 Treatment Re} prior written notice to HA.

9.5b Termination of Mileage Bank Program. HA acknowledges that, notwithstanding any other provisions of this Agreement, JAL has the right to terminate the Mileage Bank Program: (i) completely; or (ii) partially with respect to a geographic region, for any reason and in JAL's sole discretion, by giving at least ^{Confidential Material - Rule 12 Treatment Reque} prior written notice to HA. In the event JAL gives such notice of termination to HA, this Agreement shall terminate either completely in accordance with this Section 9 or partially (for the same geographic region) effective upon the termination of the Mileage Bank Program, and in either event without any liability of JAL to HA. Upon receipt from JAL of notice of termination under this Section 9.5b, HA will have the option, exercisable for ^{Confidential Material - Rule 12 Treatment Reques}, to terminate the this Agreement completely, or with respect to the same geographic region in the case of a partial termination by JAL, by giving at least ^{Confidential Material - Rule 12 Treatment Re} prior written notice to JAL.

10 Default and Termination for Cause

10.1 Breach.

10.1.1 Material Terms. In the event of a breach of any term, representation, or warranty of this Agreement by JAL or HA (other than a breach of a payment obligation under Section 8a and 8b or the failure to pay any other sum owed under this Agreement), the non-breaching Party may terminate this Agreement without further liability by giving at least ^{Confidential Material - Rule 12 Treatment Re} prior written notice to the other Party, which notice shall describe, with as much particularity as reasonably practicable, the alleged breach. Termination under this Section 10.1.1 shall not be effective, however, if the allegedly breaching Party: (i) corrects such breach within ^{Confidential Material - Rule 12 Treatment Requesto} after receipt of such notice; or (ii) if the breach cannot be completely corrected within ^{Confidential Material - Rule 12 Treatment Reque}, takes actions reasonably contemplated to correct the breach within ^{Confidential Material - Rule 12 Treatment Requested} and completely corrects it no later than ^{Confidential Material - Rule 12 Treatment F} after receiving the notice.

10.1.2 Payment Obligation. In the event of a breach of the payment obligations in Section 8 or a failure to pay any other sum owed under this Agreement, the non-breaching Party will be entitled to terminate this Agreement without further liability by giving at least ^{Confidential Material - Rule 12 Treatment Reque} prior written notice to the other Party, which notice shall describe, with as much particularity as reasonably practicable, the breach and the total sum due. Termination under this Section 10.1.2 shall not be effective, however, if the allegedly breaching Party corrects the breach by making the full payment due within ^{Confidential Material - Rule 12 Treat} after receiving the notice.

10.1.3 Cross Defaults / Termination. If: (i) any breach, default or termination occurs under the Codeshare Agreement (including failure to pay any indebtedness or obligations as they become due); and (ii) in the event of a breach or default, the breach or default is not cured within the applicable cure period specified in the relevant agreement (if any), then and in any such event, and at any time thereafter that any such condition or breach is continuing, HA or JAL, whichever is, or is affiliated with, the non-breaching Party, may terminate this Agreement by giving at least ^{Confidential Material - Rule 12 Treatment F} prior written notice to the other Party.

10.2 Default for Insolvency. If a Party either: (I) (A) becomes insolvent or unable to pay its debts as they fall due or admits in writing its inability to pay its debts as they mature or declares its inability to carry on business; (B) convenes a meeting of its creditors or proposes or makes any scheme of arrangement or composition with creditors; (C) declares a moratorium on the payment of indebtedness for borrowed money or makes an assignment for the benefit of creditors (or some part of them); (D) makes an assignment for the benefit of its creditors; (E) suspends the payment of, admits in writing its inability to pay, or generally fails to pay its debts as they become due; (E) has suspended (as declared by a clearing house) its transactions with banks and other financial institutions or proposes or commences a moratorium upon or extension of composition of its debts; (F) a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps taken for making an administrative order or other order for the winding up of such Party, or such an order is made against the Party (other than for the purposes of a reorganization previously approved in writing by the other Party); (G) an encumbrancer takes possession of, or a trustee or administrator or other receiver or similar officer is appointed in respect of, all or any substantial part of the business or assets of such Party, or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within ^{Confidential Mat}

or being levied, enforced or sued out; or (II) has issued against it any writ, execution, process, judgment or abstracted judgment which may have a Material Adverse Effect on it and which is not dismissed, satisfied or stayed within ^{Confidential Material - Rule 12 Treatment 1}; or (I) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings then, in any such case, the other Party may, at its option, immediately terminate this Agreement upon written notice to the Party so affected.

10.3 HA Corporate Changes. If HA either: (i) completely or substantially ceases its operations; (ii) merges with or into, or is acquired by any other Person except when HA is the surviving entity and the shareholders of HA immediately prior to the merger continue to own more than ^{Confidential Mat} of the common equity of HA; (iii) sells or otherwise transfers all or substantially all of its assets to any other Person; or (iv) makes material changes to the HawaiianMiles, or sells, transfers, or disposes of all or any material part of such program, or merges or otherwise integrates such program with or into another Frequent Flyer Program(s) (other than the Mileage Bank Program) which is not wholly owned and operated by HA, a Regional Carrier or a HA Airline Affiliate, HA will immediately give JAL written notice of such event. Within ^{Confidential Material - Rule 12 Treatment Reque} after receiving such notice, JAL may, in its sole discretion, terminate this Agreement by providing at least ^{Confidential Material - Rule 12 Treatment Req} written notice to HA. If JAL so elects to terminate this Agreement, JAL may, at HA's expense, take any and all reasonable actions necessary in JAL's sole discretion to ensure that Mileage Bank Members are not inconvenienced by HA's actions, and all amounts so incurred by JAL on HA's behalf shall be immediately due to JAL as incurred.

10.4 JAL Corporate Changes. If JAL either: (i) completely or substantially ceases its operations; (ii) merges with or into, or is acquired by any other Person except when JAL is the surviving entity and the shareholders of JAL immediately prior to the merger continue to own more than ^{Confidential Mat} of the common equity of JAL; (iii) sells or otherwise transfers all or substantially all of its assets to any other Person; or (iv) makes material changes to the Mileage Bank Program, or sells, transfers, or disposes of all or any material part of such program, or merges or otherwise integrates such program with or into another Frequent Flyer

Program(s) (other than the HawaiianMiles Program) which is not wholly owned and operated by JAL or JAL Airline Affiliate, JAL will immediately give HA written notice of such event. Within ^{Confidential Material - Rule 12 Treatment Required} after receiving such notice, HA may, in its sole discretion, terminate this Agreement by providing at least ninety ^{Confidential Material - Rule 12 Treatment Required} written notice to JAL. If HA so elects to terminate this Agreement, HA may, at JAL's expense, take any and all reasonable actions necessary in HA's sole discretion to ensure that HawaiianMiles Members are not inconvenienced by JAL's actions, and all amounts so incurred by HA on JAL's behalf shall be immediately due to HA as incurred.

10.5 Payment upon Termination. In the event of termination under this Section 10 all debts to the terminating Party from the other Party accrued through the date of termination shall become immediately due, and all monies which may become owed to the terminating Party by the other Party after the termination date shall be immediately due as such obligations arise.

11 Indemnification

11.1 HA Indemnity. HA shall indemnify, defend and hold harmless JAL, its Affiliates and each of their respective directors, officers, employees and agents (individually a "JAL Indemnified Party") from all liabilities, losses, damages, claims, suits, recoveries, awards, judgments, excutions, fines, penalties or other costs and expenses of any nature or kind (including cost of investigation, litigation costs, court costs, expert witness fees, litigation support services costs, settlement costs and reasonable attorneys' fees) (collectively, "Third Party Damages") but expressly excluding any liability or obligation which is expressly disclaimed and excluded under Section 4b.8 above, which may be made, brought, or recovered by any third party against a JAL Indemnified Party by reason of or in any way arising out of: (i) travel on HA (including the related services provided by HA); (ii) use of HA's facilities; (iii) HA's performance, failure to perform or improper performance of this Agreement; or (iv) any claim or statement made by HA in its advertising or promotional activities which is inconsistent with the terms of this Agreement or fails to comply with Applicable Law.

11.2 JAL Indemnity. JAL shall indemnify, defend and hold harmless HA, its Affiliates and each of their respective directors, officers, employees and agents (individually a "HA Indemnified Party") from Third Party Damages but expressly excluding any liability or obligation which is expressly disclaimed and excluded under Section 4a.8 above), which may be made, brought, or recovered by any third party against a HA Indemnified Party by reason of or in any way arising out of: (i) travel on JAL (including the related services provided by JAL); (ii) use of JAL's facilities; (iii) JAL's performance, failure to perform or improper performance of this Agreement; or (iv) any claim or statement made by JAL in its advertising or promotional activities which is inconsistent with the terms of this Agreement or fails to comply with Applicable Law.

11.3 Breach of Own Obligations. Notwithstanding any provision of this Section 11 to the contrary, neither Party will be required to indemnify an Indemnified Party for any Third Party Damages to the extent that they arise from such Indemnified Party's breach of its own obligations under this Agreement or from its own gross negligence or willful misconduct.

11.4 Survival. The rights and obligations of the Parties under Section 11 shall survive

the termination of this Agreement.

12 Representation and Warranties by HA

In order to induce JAL to enter into this Agreement, HA makes the following representations and warranties to JAL effective as of the date of this Agreement:

12.1 Organization and Qualification. HA is duly incorporated, validly existing and in good standing under the laws of Delaware with its principal place of business as reflected in the preamble to this Agreement; is an air carrier duly authorized to act as such by the government of the United States of America; holds all licenses, certificates and permits from all governmental and regulatory authorities necessary to conduct its business (except where the failure to obtain such licenses and permits would not have a Material Adverse Effect on HA); and has the requisite corporate power and authority to own, operate and lease the properties and assets it now owns, operates and leases (except where the failure to have such power or authority would not have a Material Adverse Effect on HA), to conduct its business as it is now being conducted, and to enter into and perform its obligations under this Agreement. HA is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the nature of its activities makes such qualification or license necessary other than in any jurisdiction where the failure to so qualify would not have a Material Adverse Effect on HA.

12.2 Authority; Valid and Binding. The execution and delivery of and the performance by HA of its obligations under this Agreement have been duly authorized by all necessary corporate action, and no other corporate proceedings are necessary. This Agreement has been duly executed and delivered by HA, and assuming due authorization, execution and delivery by JAL, this Agreement constitutes the legal, valid and binding obligation of HA, enforceable against HA in accordance with its terms and conditions.

12.3 No Violation. Neither the execution, delivery or performance by HA of, nor the consummation by HA of any of the transactions contemplated by, this Agreement will: (i) contravene or conflict with or cause a default under (A) any Applicable Law binding on HA or (B) any provision of the Charter or Certificate of Incorporation, by laws or other document of corporate governance of HA; or (ii) result in the breach of any agreement or instrument to which HA is a party or by which it is bound, except where such conflict, contravention or breach would not have a Material Adverse Effect on HA.

12.4 No Approvals. Neither the execution, delivery or performance by HA of, nor the consummation by HA of any of the transactions contemplated by, this Agreement requires the consent or approval of, or the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any Competent Authority, any trustee or holder of any indebtedness or obligation of HA, any stockholder of HA, or any other Person.

12.5 No Defaults under Other Agreements. HA is: (i) not in default, and no condition exists that with notice or lapse of time or both would constitute a default, under any mortgage, deed of trust, indenture, or other instrument or agreement to which it is a party, or by which it or any of its properties or assets may be bound; and (ii) not in breach of any Applicable Law, where such default or breach would have a Material Adverse Effect on HA.

12.6 Survival. Each of the foregoing representations and warranties shall survive the execution and delivery of this Agreement and its termination.

13 Representation and Warranties by JAL

In order to induce HA to enter into this Agreement, JAL makes the following representations and warranties to HA effective as of the date of this Agreement:

13.1 Organization and Qualification. JAL is duly incorporated, validly existing and in good standing under the laws of Japan, with its principal place of business as reflected in the preamble to this Agreement; is an air carrier duly authorized to act as such by the government of Japan; holds all licenses, certificates and permits from all governmental and regulatory authorities necessary to conduct its business (except where the failure to obtain such licenses and permits would not have a Material Adverse Effect on JAL); and has the requisite corporate power and authority to own, operate and lease the properties and assets it now owns, operates and leases (except where the failure to have such power or authority would not have a Material Adverse Effect on JAL), to conduct its business as it is now being conducted, and to enter into and perform its obligations under this Agreement. JAL is duly qualified or licensed as a foreign corporation to do business, and is in good standing in each jurisdiction where the nature of its activities makes such qualification or license necessary, other than in any jurisdiction where the failure to so qualify would not have a Material Adverse Effect on JAL.

13.2 Authority; Valid and Binding. The execution and delivery of, and the performance by JAL of its obligations under, this Agreement have been duly authorized by all necessary corporate action, and no other corporate proceedings are necessary. This Agreement has been duly executed and delivered by JAL, and, assuming due authorization, execution and delivery by HA, this Agreement constitutes the legal, valid and binding obligation of JAL, enforceable against JAL in accordance with its terms and conditions.

13.3 No Violation. Neither the execution, delivery or performance by JAL of, nor the consummation by JAL of any of the transactions contemplated by, this Agreement will: (i) contravene or conflict with or cause a default under (A) any Applicable Law binding on JAL, or (B) any provision of the Articles of Incorporation or other document of corporate governance of JAL; or (ii) result in the breach of any agreement or instrument to which JAL is a party or by which it is bound, except where such conflict, contravention or breach would not have a Material Adverse Effect on JAL.

13.4 No Approvals. Neither the execution, delivery or performance by JAL of, nor the consummation by JAL of any of the transactions contemplated by, this Agreement requires the consent or approval of, or the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any Competent Authority, any trustee or holder of any indebtedness or obligation of JAL, any stockholder of JAL, or any other Person.

13.5 No Defaults under Other Agreements. JAL is: (i) not in default, and no condition exists that with notice or lapse of time or both would constitute a default, under any mortgage, deed of trust, indenture, or other instrument or agreement to which it is a party, or by which it or any of its properties or assets may be bound; and (ii) not in breach of any Applicable Law,

where such default or breach would have a Material Adverse Effect on JAL.

13.6 Survival. Each of the foregoing representations and warranties shall survive the execution and delivery of this Agreement and its termination.

14 Notice to Personnel

Subject to the provisions of Section 6 above, JAL and HA will each use reasonable efforts to make all appropriate personnel of each carrier aware that HA is a Mileage Bank Participant and that JAL is a HawaiianMiles Participant, and at such time all necessary and appropriate personnel of each carrier will be made fully aware of the contents of Sections 3a.5 and 3b.5 (Non-discrimination).

15a HawaiianMiles Program Abuse

JAL will cooperate with all reasonable requests of HA concerning any investigation or prosecution of anyone engaging in HawaiianMiles Program abuse or fraud, including verification of HawaiianMiles Member status, passenger interviews, HawaiianMiles Member interviews, ticket confiscation, and cooperation with any civil or criminal prosecution.

15b Mileage Bank Program Abuse

HA will cooperate with all reasonable requests of JAL concerning any investigation or prosecution of anyone engaging in Mileage Bank Program abuse or fraud, including verification of Mileage Bank Member status, passenger interviews, Mileage Bank Member interviews, ticket confiscation, and cooperation with any civil or criminal prosecution.

16 Assignment

Neither Party may assign nor otherwise convey this Agreement nor any of its rights under this Agreement, nor delegate or subcontract any of its duties, without the prior written consent of the other Party; except (a) JAL may, without HA's consent, assign any or all of its rights and delegate or subcontract any or all of its duties to a JAL Airline Affiliate which: (i) has reasonably sufficient or comparable resources to perform this Agreement; and (ii) assumes all of the obligations of JAL under this Agreement and (b) except, HA may, without JAL's consent, assign any or all of its rights and delegate or subcontract any or all of its duties to a HA Airline Affiliate which: (i) has reasonably sufficient or comparable resources to perform this Agreement; and (ii) assumes all of the obligations of HA under this Agreement. An assignment or delegation under the preceding exception shall not relieve JAL or HA, as applicable, of any of its obligations under this Agreement. Any attempted assignment or delegation which violates the terms of this Section 16 shall be void.

17 Notices

Unless otherwise expressly set forth in this Agreement, all notices, reports, invoices and other communications required or permitted to be given to or made upon a Party shall be in writing and shall be considered as properly given if addressed as provided below and either: (i) delivered in person; (ii) sent by an express courier delivery service which provides signed acknowledgements of receipt; or (iii) transmitted by facsimile (upon receipt by the sender of

evidence that a complete transmission of such copy was made to the recipient) and, if sent by facsimile, confirmed by (a) telephone call contemporaneously made to the individual designed as the one to receive the notice, or (b) dispatching a hard copy of such notice by air mail (postage prepaid) or either of the methods in (i) or (ii) above. Unless otherwise expressly set forth in this Agreement, all notices shall be effective upon receipt. For the purposes of notice, the addresses of the Parties are as follows:

If to JAL: Japan Airlines International Company, Limited
4-11 Higashi-Shinagawa 2 Chome
Shinagawa-ku, Tokyo
Japan

Attention: Vice President, Shingo Nishida
Loyalty Marketing
Passenger Marketing Department

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If to HA: Hawaiian Airlines, Inc.
3375 Koapaka St., Suite G350
Honolulu, HI 96819

Attention: Senior Director, Partnerships,
With copy (which shall not constitute notice) to:
Executive Vice President, Chief Legal Officer and Corporate Secretary

Confidential Material - Rule 12 Treatment Requested

Either Party may change its address for notice to any other location by giving at least thirty (30) days prior written notice to the other Party in the manner set forth above.

18 Governing Law: Dispute Resolution

18.1 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES IT CREATES ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PRINCIPLES.

18.2 This Agreement will be governed by the dispute resolution procedures in Section E.6 of the Commercial Cooperation Agreement between HA and JAL.

18.3 Waiver of Immunity. "HA" and "JAL" each acknowledges that Party for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agree not to plead or claim any foreign sovereign immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction.

19 No Waiver

No waiver of a breach of any provision of this Agreement by either Party shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an officer of the waiving Party.

20 Construction; Governing Language

The captions appearing in this Agreement have been inserted only for convenience and may not be used for its interpretation.

21 Compliance with Applicable Laws

Each Party will comply with all Applicable Laws with respect to this Agreement, the performance of its obligations hereunder, its respective role in connection with the Mileage Bank Program, and the products and services to be provided by such Party hereunder. Each Party will, at its expense, obtain and maintain the governmental authorizations, licenses, approvals, registrations and filings that may be required of it under Applicable Law to execute or perform this Agreement.

22 Force Majeure

Except with respect to the performance of a Party's payment obligations, neither Party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure of performance: (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, serious accident, epidemic or quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the control of the Party; and (ii) is not the result of the Party's lack of reasonable diligence (hereinafter, an "Excusable Delay"). In the event an Excusable Delay continues for Confidential Material - Rule 12 Treatment Requested or more, the non-delayed Party may, at its option, terminate this Agreement by giving the delayed Party at least Confidential Material - Rule 12 Treatment Requested prior written notice.

23 Independent Contractor

Each of HA and JAL shall be an independent contractor. Nothing in this Agreement shall be intended or may be construed to create or establish any agency, partnership, joint venture or fiduciary relationship between the Parties, and the Parties expressly disclaim any such relationship. Neither HA nor any of its Affiliates has any authority to act for or to incur any obligations on behalf of or in the name of JAL or any of its Affiliates. Neither JAL nor any of its Affiliates has any authority to act for or to incur any obligations on behalf of or in the name of HA or any of its Affiliates.

24 Successor and Assigns

This Agreement shall be binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

25 Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the Mileage Bank Program, supersedes any prior understandings or agreements between HA and JAL regarding its subject matter, and may not be amended or modified except in writing signed by a duly authorized representative of each Party. The annexes, attachments, exhibits and schedules (if any) to this Agreement shall be incorporated into this Agreement and form an integral part of it for all purposes.

26a Title for Hawaiian Miles

All proprietary rights in and to HawaiianMiles Program membership data and information developed by HA, wherever located, shall remain exclusively with HA, whether or not any portion is or may be validly copyrighted. JAL will have no proprietary or other rights to such data and information. JAL understands and agrees that all such data and information shall constitute Confidential Information of HA subject to the provisions of Section 6. Any membership lists, labels, reports, data or other compiled membership information supplied to JAL in any form by HA, and any copies, may be used by JAL exclusively in its performance of its obligations under this Agreement and may not be otherwise used, sold, licensed, leased, transferred, stored in a retrieval system, duplicated, or transmitted, in any form or by any means, without the prior written consent of HA.

26b Title for Mileage Bank

All proprietary rights in and to Mileage Bank Program membership data and information developed by JAL, wherever located, shall remain exclusively with JAL, whether or not any portion is or may be validly copyrighted. HA will have no proprietary or other rights to such data and information. HA understands and agrees that all such data and information shall constitute Confidential Information of JAL subject to the provisions of Section 6. Any membership lists, labels, reports, data or other compiled membership information supplied to HA in any form by JAL, and any copies, may be used by HA exclusively in its performance of its obligations under this Agreement and may not be otherwise used, sold, licensed, leased, transferred, stored in a retrieval system, duplicated, or transmitted, in any form or by any means, without the prior written consent of JAL.

27 No Third Party Beneficiaries

All rights, remedies and obligations of the Parties under this Agreement shall accrue and apply solely to the Parties and their permitted successors and assigns. There is no intent to benefit any third parties including Mileage Bank Members.

28 Time

Time shall be of the essence with respect to the performance of this Agreement.

29 Further Assurances

Each Party will do and perform such further acts and execute and deliver such further instruments and documents at such Party's expense, as may be required by Applicable Law or as may be reasonably requested by the other Party to carry out and effectuate the purposes of this Agreement.

30 Severability

Except as otherwise provided in this Agreement, if any indication is received in writing by either Party from any Competent Authority to the effect that any part of this Agreement contravenes any Applicable Law, rule or regulation and cannot qualify for an applicable clearance or exemption, or if any part of this Agreement is, or will become, or will be declared illegal or unenforceable in any jurisdiction for any reason (including both by reason of legislation or by reason of the decision of any Competent Authority, either having

jurisdiction over this Agreement or a Party), such part shall be severed from this Agreement in the jurisdiction in question and such contravention, illegality, invalidity or unenforceability shall not in any way prejudice or affect the remaining parts of this Agreement, which shall continue in full force and effect; unless, in the reasonable opinion of either Party, any such severance affects the commercial basis of this Agreement, in which case the Party will so inform the other Party and the Parties will negotiate to agree upon modification of this Agreement so as to maintain the balance of their commercial interest of the Parties. If, however, such negotiations are not successfully concluded within ^{Confidential Material - Rule 12 Treatment Re} from the date a Party has informed the other that the commercial basis has been affected, either Party may terminate this Agreement by giving at least ^{Confidential Material - Rule 12 Treatment 1} prior written notice to the other Party.

31 Legal Representation

Each Party acknowledges that this Agreement has been negotiated at arms-length with assistance of legal counsel of its own choosing. If a Party has not been represented by legal counsel, it acknowledges that it was given the opportunity to engage legal counsel but declined to do so.

32 Counterparts

This Agreement may be executed by the Parties in separate and identical counterparts, each of which when so executed and delivered shall be an original, but all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

HAWAIIAN AIRLINES, INC.

JAPAN AIRLINES
CO., LIMITED

By:



Avi Mannis
Senior Vice President, Marketing

By:



Shingo Nishida
Vice President, Loyalty Marketing

Date: May 7, 2018

Date: April 27, 2018

Annex A Definitions

The definitions in Annex A shall apply for purpose of this Agreement.

Unless the context otherwise clearly requires, the following terms with their initial letters capitalized shall have the following meanings for all purposes of this Agreement and be equally applicable to both the singular and the plural forms of the terms. Unless otherwise specified, references to “including” or “include” shall mean “including without limitation” or “include without limitation”, respectively.

“Accrual Miles” means, as applicable, HawaiianMiles earned by a HawaiianMiles Member from Revenue Travel on a JAL Eligible Flight, calculated on the basis of Actual Miles flown by the HawaiianMiles Member including, if applicable, any Adjustment Miles, or any Promotional Bonus Miles awarded in accordance with this Agreement as specified in Attachment A and the HawaiianMiles Program Rules or the Mileage Bank Miles earned by a Mileage Bank Member from Revenue Travel on a HA Eligible Flight, calculated on the basis of Actual Miles flown by the Mileage Bank Member including, if applicable, any Adjustment Miles, or any Promotional Bonus Miles awarded in accordance with this Agreement as specified in Attachment A and the Mileage Bank Program Rules,.

“Actual Miles” means such non-stop mileage or shortest constructed mileage between board-point and off-point as both Parties will agree upon.

“Adjustment Miles” means, as applicable, HawaiianMiles Miles that may be added to or deducted from the Actual Miles earned by a HawaiianMiles Member for First Class, Business Class or certain fare of Premium Economy or Economy Class travel on a JAL Eligible Flight or Mileage Bank Miles that may be added to or deducted from the Actual Miles earned by a Mileage Bank Member for First Class, Business Class or certain fare of Economy Class travel on a HA Eligible Flight. Such HawaiianMiles Miles or Mileage Bank Miles will be equal to the product of the Actual Miles flown on such JAL Eligible Flight or HA Eligible Flight, as applicable, multiplied by the adjustment percentage (which may be positive or negative number) applicable in accordance with HawaiianMiles Program Rules or the Mileage Bank Program Rules as applicable and as described in Attachments A1 and A2.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person. For purposes of this definition, “control (” including “controlled by” and “under common control with”) means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this HawaiianMiles and Mileage Bank Participating Carrier Agreement including all annexes, attachments, exhibits and addenda, as it may be amended or modified.

“Applicable Law” means all applicable laws of any jurisdiction including securities laws, tax laws, tariff and trade laws, ordinances, judgments, decrees, injunctions, writs and orders or like actions of any Competent Authority and the rules, regulations, orders, interpretations, licenses and permits of any Competent Authority.

“Autopost Report” means the weekly transmission between HA and JAL, as specified in Attachment D, containing HA and JAL (including codeshare) Flights for which passenger had requested credit in the HawaiianMiles or Mileage Bank Program.

“Award Ticket” means, as applicable, a non-endorsable and non transferable ticket, JAL Award Ticket issued to HawaiianMiles Member by HA or HA’s authorized agents, or a non-endorsable and non transferable HA Award Ticket issued to Mileage Bank Member by JL or JL’s authorized agents, if applicable, that entitles HawaiianMiles or Mileage Bank Member, or such other individual as designated by the Member in accordance with HawaiianMiles or Mileage Bank Program Rules, to Award Travel , .

“Award Travel” means, as applicable, the passenger air transportation obtained by a HawaiianMiles Member on JAL Award Flight or Mileage Bank Member on IIA Award Flight as described in Attachment B1 and B2 in exchange for the redemption of accrued HawaiianMiles Miles or Mileage Bank Miles in accordance with this Agreement.

“Award Travel Flight Coupon” means one segment of an Award Ticket.

“Base Miles” means the HawaiianMiles Miles earned by a HawaiianMiles Member or Mileage Bank Miles earned by a Mileage Bank Member from Revenue Travel on JAL or HA flights as specified in Attachment A1 and A2, calculated on the basis of Actual Miles flown. Base Miles exclude any Class of Service Bonus Miles, and Top Tier Bonus Miles or any Promotional Bonus Miles awarded in accordance with this Agreement and HawaiianMiles or Mileage Bank Program Rules.

“Blackout” means a date or flight on which the parties does not allow Award Travel as specified in Attachment B1 and B2.

“Business Day” means any day other than a Saturday, Sunday or other day on which banking institutions in Honolulu or Tokyo, as applicable, are required by law, regulation or executive order to be closed.

“Class of Service Bonus Miles” has the meaning set forth in Section 2a or 2b.

“Codeshare Agreement” means the Codeshare Agreement entered into by HA and JAL on January 5, 2018 (as amended, supplemented or modified from time to time).

“Commercial Cooperation Agreement” means the Commercial Cooperation Agreement entered into between Hawaiian and JAL dated as of [xx] (as amended, supplemented or modified from time to time).

“Competent Authority” means any national, federal, state, county, local or municipal government body, bureau, commission, board, board of arbitration, instrumentality, authority, agency, court, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) having jurisdiction over this Agreement or either of the Parties.

“Confidential Information” shall have the meaning set forth in Section 6.1.

“Dispute” means any controversy, dispute, difference, disagreement or claim between the Parties arising out of or in connection with this Agreement including any question concerning the validity, termination, interpretation, performance, operation,

enforcement or breach of this Agreement.

“Effective Date” means 00:01 Coordinated Universal Standard Time on 01 October, 2018 unless the Parties mutually agree upon a different effective date in Attachment A1, A2, B1, B2..

“Excusable Delay” shall have the meaning set forth in Section 22.

“Frequent Flyer Program” means any program or plan whereby an airline company offers to its customer points, benefits, credits or awards of any nature which are awarded in connection with the sale or supply of air transportation service or other services or goods (the “Services”) to such customer or any third party for future redemptions against the Services.

“HA” has the meaning assigned in the preamble to this Agreement.

“HA Airline Affiliates” means any airline that directly or indirectly, controls, is controlled by, or is under common control with HA. For purposes of clarity, HA currently has no HA Airline Affiliates as of the date hereof.

“HA Award Flight” means (i) such on-line, regularly scheduled, passenger air transportation service operated by HA, a HA Regional Carrier or a HA Airline Affiliate (if any) under the “HA” designator code or of the code of a HA Airline Affiliates as is specified in Attachment B2; and (ii) such eligible Codeshare Flight as is specified in Attachment B2, if any.

“HA Award Ticket” means the non-endorsable, non-transferable and non-rerouteable ticket issued to a HawaiianMiles Member by HA or HA’s authorized agents, if applicable, that entitles the HawaiianMiles Member to Award Travel.

“HA Codeshare Flights” means flights which are both: (i) operated by air carriers (other than HA or a HA Airline Affiliate) providing regularly scheduled, commercial passenger air transportation services marketed under HA’s “HA*” designator code or designator code of a HA Airline Affiliates; and (ii) identified in Attachment A2 and Attachment B2.

“HA Eligible Flight” means (i) such on-line, regularly scheduled, passenger air transportation service operated by HA, a Regional Carrier or a HA Airline Affiliate under the “HA*” designator codes or one of a HA Airline Affiliates’ designator codes as is specified in Attachment A2; and (ii) such eligible Codeshare Flight as is specified in Attachment A2, if any.

“HA Indemnified Party” shall have the meaning set forth in Section 11.2.

“HA Report” means the report to be delivered to JAL by HA under Section 5.1a, substantially in the form of and having the information specified in Attachment D.

“HA Regional Carrier” means with respect to HA, any air carrier operating flights with the HA code subject to a capacity purchase and/or cobrand agreement under the ““Ohana by Hawaiian” brand name, currently Empire Airlines, Inc.

“HawaiianMiles” means the points, credits or miles (including bonus points, credits or miles) earned by HawaiianMiles Members through the HawaiianMiles for: (i) revenue travel on HA or HA Airline Affiliate; (ii) revenue travel on, and/or the purchase of goods or services from, HawaiianMiles Participants; or (iii) any other reason authorized by HA in its

sole discretion.

“HawaiianMiles Account” means the record, maintained by HA, of a HawaiianMiles Member’s HawaiianMiles activity including data pertaining to the accrual and redemption of HawaiianMiles by such HawaiianMiles Member.

“HawaiianMiles Award” means the HawaiianMiles Award Travel or other awards or benefits that HawaiianMiles Members are entitled to receive in exchange for the redemption of HawaiianMiles and, if applicable, other consideration.

“HawaiianMiles Award Travel” means, as applicable, the award travel passenger air transportation obtained by a HawaiianMiles Member on any regularly scheduled JL Eligible Award Flights or other flights operated by JL or JL Airline Affiliates (excluding all Codeshare Flights, which are not currently eligible for Award Travel) in exchange for the redemption of a specified number of HawaiianMiles (and other consideration, if applicable) in accordance with this Agreement and the HawaiianMiles Program Rules, which air transportation is subject to certain restrictions including blackout dates described in Section 3a.6 and Attachment C and other capacity controls.

“HawaiianMiles Member” means, as of any date, any individual who is a member in good standing of the HawaiianMiles Program.

“HawaiianMiles Participant” means any Person that: (i) provides goods and/or services to HawaiianMiles Members in exchange for HawaiianMiles; or (ii) in connection with the sale of goods and/or services by such Person to a HawaiianMiles Member, offers HawaiianMiles to such HawaiianMiles Member, in each instance pursuant to the HawaiianMiles Program Rules and an agreement between HA and such Person regarding the HawaiianMiles Program.

“HawaiianMiles Program” means such Frequent Flyer Program established and maintained by HA as of the date hereof as may from time to time be modified by HA in its sole discretion, by which HawaiianMiles Members receive HawaiianMiles for travel on HA or a HA Airline Affiliates or for travel on, or for the purchase of goods and/or services offered by, a HawaiianMiles Participant, or for any other reason authorized by HA, in exchange for which HawaiianMiles Members are entitled to HawaiianMiles Awards.

“HawaiianMiles Program Rules” means such rules, regulations, terms and conditions governing the HawaiianMiles as may from time to time be established and/or modified by HA in its sole discretion, including, without limitation, the HawaiianMiles Terms and Conditions.

“HawaiianMiles Promotion Guide” means such rules and procedures set as may from time to time be established and/or modified by HA in its sole discretion for HawaiianMiles Participants to promote their products or services to HawaiianMiles Members.

“HawaiianMiles Summary” means the summary of HawaiianMiles activity sent at intervals (as determined by HA from time to time in its sole discretion) to HawaiianMiles Members.

“Implementation Date” has the same meaning as that term is defined in the Joint Venture Agreement.

“JAL” has the meaning assigned in the preamble to this Agreement.

“JAL Airline Affiliates” means Japan Transocean Air (NU), J-Air and such other subsidiary of JAL as both Parties will agree upon from time to time..

“JAL Award Flight” means (i) such on-line, regularly scheduled, passenger air transportation service operated by JAL, a Regional Carrier or a JAL Airline Affiliate (if any) under the “JAL” designator code or of the code of a JAL Airline Affiliates as is specified in Attachment B1; and (ii) such eligible Codeshare Flight as is specified in Attachment B1, if any.

“JAL Award Ticket” means the non-endorsable, non-transferable and non-rerouteable ticket issued to a Mileage Bank Member by JAL or JAL’s authorized agents, if applicable, that entitles the Mileage Bank Member to Award Travel.

“JAL Codeshare Flights” means flights which are both: (i) operated by air carriers (other than JAL or a JAL Airline Affiliate) providing regularly scheduled, commercial passenger air transportation services marketed under JAL’s “JL” designator code or the designator code of a JAL Airline Affiliates; and (ii) identified in Attachment A1 and Attachment B1.

“JAL Eligible Flight” means (i) such on-line, regularly scheduled, passenger air transportation service operated by JAL or a JAL Airline Affiliate under the “JAL” designator codes or one of a JAL Airline Affiliates’ designator codes as is specified in Attachment A1; and (ii) such eligible Codeshare Flight as is specified in Attachment A1, if any.

“JAL Indemnified Party” shall have the meaning set forth in Section 11.1.

“JAL Report” means the report to be delivered to HA by JAL under Section 5.1b, substantially in the form of and having the information specified in Attachment D.

“Joint Venture Agreement” means the Joint Venture Agreement entered into between Hawaiian and JAL dated as of February 28, 2018.

“Material Adverse Effect” means, with respect to either HA or JAL, a material adverse effect on: (i) the business, assets, operations, performance, properties, condition or prospects (financial or otherwise, taken as a whole) of the Party; or (ii) the ability of such Party to perform its material obligations under this Agreement.

“Mileage Bank Account” means the record, maintained by JAL, of a Mileage Bank Member’s Mileage Bank Program activity, including data pertaining to the accrual and redemption of Mileage Bank Miles by such Mileage Bank Member.

“Mileage Bank Award” means the Mileage Bank award travel or other awards or benefits that Mileage Bank Members are entitled to receive in exchange for the redemption of Mileage Bank Miles and, if applicable, other consideration.

“Mileage Bank Award Travel” means, as applicable, the award travel passenger air transportation obtained by a Mileage Bank Member on any regularly scheduled HA Eligible Award Flights or other flights operated by HA, HA Airline Affiliates, or HA Regional Carriers (excluding all Codeshare Flights, which are not currently eligible for Award Travel) in exchange for the redemption of a specified number of Mileage Bank Miles (and other consideration, if applicable) in accordance with this Agreement and the Mileage Bank Program Rules, which air transportation is subject to certain restrictions including blackout dates described in Section 3b.6 and Attachment C and other capacity controls.

“Mileage Bank Member” means, as of any date, any individual who is a member in good standing of the Mileage Bank Program.

“Mileage Bank Miles” means the points, credits or miles (including bonus points, credits or miles) earned by Mileage Bank Members through the Mileage Bank Program for: (i) revenue travel on JAL or a JAL Airline Affiliate; (ii) revenue travel on, and/or the purchase of goods or services from, Mileage Bank Participants; or (iii) any other reason authorized by JAL in its sole discretion.

“Mileage Bank Participant” means any Person that: (i) provides goods and/or services to Mileage Bank Members in exchange for Mileage Bank Miles; or (ii) in connection with the sale of goods and/or services by such Person to a Mileage Bank Member, offers Mileage Bank Miles to such Mileage Bank Member, in each instance pursuant to the Mileage Bank Program Rules and the agreement between JAL and such Person regarding the Mileage Bank Program.

“Mileage Bank Program” means such Frequent Flyer Program established and maintained by JAL as of the date hereof as may from time to time be modified by JAL in its sole discretion, by which Mileage Bank Members receive Mileage Bank Miles for travel on JAL or a JAL Airline Affiliates or for travel on, or for the purchase of goods and/or services offered by, a Mileage Bank Participant, or for any other reason authorized by JAL, in exchange for which Mileage Bank Members are entitled to receive Mileage Bank Awards.

“Mileage Bank Program Rules” means such rules, regulations, terms and conditions governing the Mileage Bank Program as may from time to time be established and/or modified by JAL in its sole discretion, including, without limitation, the “JAL Mileage Bank Handbook”.

“Mileage Bank Promotion Guide” means such rules and procedures as may from time to time be established and/or modified by JAL in its sole discretion for Mileage Bank Participants to promote their products or services to Mileage Bank Members.

“Mileage Bank Summary” means the summary of Mileage Bank Program activity sent at intervals (as determined by JAL from time to time in its sole discretion) to Mileage Bank Members.

“Party” or “Parties” means either or both of JAL and HA, as the context requires.

“Payee” and “Payor” shall have their respective meanings set forth in Section 8c.1 and 8c.2.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency, authority or political subdivision of a government.

“Promotional Bonus Miles” means, as applicable, such HawaiianMiles Miles in excess of Actual Miles, and Adjustment Miles as are awarded through a special promotion offered by JAL and approved by HA under Section 2a.2 or such Mileage Bank Miles in excess of Actual Miles and Adjustment Miles as are awarded through a special promotion offered by HA and approved by JAL under Section 2b.2.

“Redeemed Miles” means, as applicable, Mileage Bank Miles redeemed under the

Mileage Bank Program by Mileage Bank Members in exchange for a JAL Award Ticket, or HawaiianMiles Miles redeemed under the HawaiianMiles Program by HawaiianMiles Members in exchange for a HA Award Ticket.

“Representatives” shall have the meaning set forth in Section 5.5, 6.2, 6.4, and 25.

“Reprotection Event” has the meaning set forth in Section 3a.8 and Section 3b.8.

“Retroactive Response Report” means the transmission, as specified in Attachment D, containing responses to all requests for mileage credit between HA and JAL.

“Revenue Travel” means all travel on JAL Eligible Flights by HawaiianMiles Members or on HA Eligible Flights by Mileage Bank Members, for which monetary payment is made for specific fare classifications, as identified in Attachments A1 and A2. Revenue Travel shall not include fees and taxes associated with Award Travel and any award travel on free HawaiiMiles or Mileage Bank Awards, or other free ticket promotions, including free or reduced rate companion tickets, any industry or agency discount tickets or passes, charter flight tickets, infant and unpublished fare tickets, or tickets issued subject to special provisions..

“Rules” shall have the meaning set forth in Section 18.2.

“Section 11. Claim” has the meaning given in Section 11.3.

“Taxes” means such taxes, assessments, fees, levies, imposts, duties, stamp taxes, documentary taxes or other charges of a similar nature including income taxes, Value Added Taxes, sales taxes, excise taxes, transactional taxes, exchange control taxes and/or fees and interest and penalties related to the foregoing but excluding Ticket Taxes as may be imposed by any Competent Authority.

“Termination Date” means 23:59 Coordinated Universal Standard Time on the date provided for in the notice of termination given in accordance with Section 9.3.

“Third Party Damages” shall have the meaning set forth in Section 11.

“Ticket Taxes” means all applicable ticket excise taxes, duties, departure taxes, Value Added Taxes, inspection fees, passenger facility charges, security taxes and fees or any other similar taxes, fees, charges and surcharges applicable to air transportation including related interest and penalties, and shall include, without limitation, sales tax and other similar Taxes on the purchase of Accrual Miles. .

“Value Added Tax” means a transaction Tax imposed on the sale or receipt of taxable goods or services which is imposed as a percentage of the sales price or the commercial value of such goods or services received and which is generally treated as a recoverable input tax credit by the purchaser unless the purchaser is, or is deemed to be, the final consumer of such goods or services subject to such Tax.

“\$” or “US\$” or “Dollar” means the dollar of the United States of America or the then official currency of the United States of America.

“¥” or “JP¥” or “Yen” means the Japanese Yen of Japan or the then official currency of Japan.

Appendix 3 - Attachments to FFP

Confidential Material - Rule 12 Treatment Requested

APPENDIX 4

Appendix 4 - Prorate Agreement

Confidential Material - Rule 12 Treatment Requested